

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENCE AGREEMENT made as of the 9th day of April, 2018 between **DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY** as the Licensor and **BELL CANADA** as the Licensee. The information is as follows:

Building: the buildings located on the land legally described as Schedule F (the “**Land**”) and municipally known as 1151-1181 Parisien Street, Ottawa, Ontario.

Floor Area of Deemed Area: 50 sq.ft.

Commencement Date: 1st day of May, 2018

Licence Fee: the annual sum of Fifteen Hundred Dollars (\$1,500.00) calculated based on the annual rate of Thirty dollars (\$30.00) per square foot of the floor area of the Deemed Area. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensor for that purpose and, upon verification, an adjustment of the Licence Fee and the floor area will be made retroactively to the Commencement Date.

Licensor HST registration number is 144 324 795 RT0001

Notices:

Licensor

Licensee

c/o Colonnade BridgePort
200 – 16 Concourse Gate
Ottawa, Ontario K2E 7S8
Attention: Property Management
Facsimile: (613) 225-3898
Telephone: 613-225-8118

c/o Brookfield Global Integrated Solutions
87 Ontario St. West, 6th Floor
Montreal, QC H2X 0A7
Attention: Department, Client Services; and
Department, Lease Administration
Fax: (514) 840-8404
with a copy to:
Bell Canada Real Estate Services
87 Ontario St. West, 6th Floor
Montreal, QC H2X 1Y8
Attention: Director, Strategic Asset Planning
Fax: (514) 391-7990

Prime Rate Reference Bank: The Toronto-Dominion Bank.

Renewal Term(s): One (1) period(s) of five (5) years.

Term: The period starting on the Commencement Date, and ending on April 30, 2023.

TELECOMMUNICATIONS LICENCE AGREEMENT

This Licence Agreement made as of this 9th day of April, 2018

B E T W E E N:

DESJARDINS FINANCIAL SECURITY LIFE ASSURANCE COMPANY

(hereinafter the "Licensor")

- and -

BELL CANADA

(hereinafter the "Licensee").

1. DEFINITIONS

(a) In this Agreement, unless something in the subject matter or context is inconsistent therewith:

"**Access Notice**" has the meaning set out in Section 8(a).

"**Affiliate**" means as defined in the *Canada Business Corporations Act*, as amended.

"**Agreement**" means this agreement, its Exhibits and Schedules and Information Page. For greater certainty, this Agreement may also be interchangeably referred to as the Licence.

"**Building**" means the buildings situated on the Lands, parts of which are designated or intended to be used for commercial, residential and retail purposes and subject to any reconfigurations, rearrangements, relocations, alterations, expansions, or reductions thereof by the Licensor; described on the Information Page.

"**Building Rules**" has the meaning set out in Section 7(a)(v).

"**Business Day**" means a day that is not Saturday, Sunday, or a statutory holiday in the province in which the Building is located.

"**Cable**" means fibre optic, coaxial, copper cables, wires and any other transmission medium used to provide the Services.

"**Confidential Information**" has the meaning set out in Section 36.

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

"Communications Equipment" means cabinets, racks, electronic equipment, wireless equipment (but not rooftop communications equipment), and other equipment installed, or to be installed by the Licensee, in the Deemed Area all as described in Schedule "B" and such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 6.

"Communications Spaces" means telecommunications pathways and Cable pathways designated by the Licensor in Schedule "D" for use by the Licensee to provide Services to tenants and occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 6.

"Connecting Equipment" means the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware as described in Schedule "C" installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces and such other connecting equipment as may be installed by the Licensee in the Building during the Term and Renewal Term, as approved by the Licensor in accordance with Section 6, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index" means the Consumer Price Index - All Items for Regional Cities for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

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

"CRTC" means the Canadian Radio-television and Telecommunications Commission or any successor body thereto having jurisdiction.

"Deemed Area" means the area described in Schedule "A".

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

"Entrance Link" means the coresleeve, or other penetration designated by the Licensor through the Building's foundation walls or elsewhere as indicated in Schedule "D" containing the Entrance Cable.

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

"Event of Default" has the meaning set out in Section 18.

"Existing Equipment" has the meaning set out in Section 2(h)(i).

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

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

"In-Building Wire" means Cable and other facilities which originate in the Equipment Room and run to the telephone closet on each floor and thereafter up to but not within the premises of the tenants or occupants in the Building, or as may otherwise be defined from time to time by the CRTC.

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

"Inside Wire" means Cables and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control, or as may otherwise be defined from time to time by the CRTC.

"Lands" means the lands occupied by the Building, described on the Information Page.

"Licensee" has the meaning set out in the description of the parties above.

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

"Licensor" has the meaning set out in the description of the parties above.

"Licence Fee" means the annual sums stated as the Licence Fee on the Information Page.

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

"Multi-Dwelling Unit Building" as defined by the CRTC in Telecom Decision 2003-45 means a building with at least two units and at least one unit occupied by a tenant or as may otherwise be defined from time to time by the CRTC.

"Owner(s)" means the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them with sufficient right, title and interest in the Building and Lands to grant this License.

"Plans and Specifications" means the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 6(a).

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

"Recoverable Costs" means the costs and expenses particularized on Exhibit "I" provided, however, that Recoverable Costs shall not include: (i) costs that would be incurred by the Licensor in any event or in the ordinary course of the construction, ownership or operation of the Building, (ii) costs that have already been

incurred by the date of execution of this Agreement, or (iii) the costs associated with the negotiation, management, administration, and monitoring of this Agreement or of other agreements with TSPs.

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

"Released Licensor Persons" means the Licensor and Owner(s) and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

"Relocation Costs" has the meaning set out in Section 2(d).

"Relocation Notice" has the meaning set out in Section 2(d).

"Renewal Term" means the renewal term(s) noted on the Information Page.

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

"Services" means the wireline or wireless telecommunications or other services provided now or in the future by the Licensee to tenants or occupants in the Building.

"Term" means the period of time stated as the Term on the Information Page.

"TSP" means a telecommunications or other communications service provider.

(b) The following Schedules and Exhibits form part of this Agreement:

Schedule "A" – Deemed Area;
Schedule "B" – Communications Equipment Detailed Description;
Schedule "C" – Connecting Equipment Plans and Description;
Schedule "D" – Designated Parts of Building Communications Spaces;
Schedule "E" – Legal Description of Lands;
Schedule "F" – Building Rules;
Schedule "G" – Building Security Regulations; and
Exhibit "I" – Recoverable Costs is an Exhibit to this Agreement.

2. GRANT

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

- (i) to install, operate, maintain, repair, improve, upgrade, replace, relocate (within the Equipment Space) and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
- (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
- (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and

- (iv) to connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive licence, at the times specified in Section 8(a), subject to:
 - (i) the Building Rules;
 - (ii) the notice requirement as provided in Section 8(a); and
 - (iii) an event of Force Majeure as provided in Section 29
- (c) The parties acknowledge that the Licensee may, use the Equipment Room and Deemed Area to provide Services to tenants and occupants in one or more of the Buildings on the Lands.
- (d) The Licensor may at any time require the Licensee to relocate, within the Building in which the Licensee's Equipment is located, any or all of the Licensee's Equipment, and/or the Deemed Area. Upon receipt of not less than 90 days advance written notice from the Licensor (a "**Relocation Notice**"), the Licensee shall commence relocation of the Licensee's Equipment to the newly designated Deemed Area following confirmation by the Licensee, acting reasonably, that such new location has sufficient specifications to enable the Licensee to continue to provide the Services then being offered. If the Relocation Notice requires the relocation to occur within the first two years after the Commencement Date, the Licensor will be solely responsible for the reasonable out-of-pocket expenses of the relocation (the "**Relocation Costs**"). If the Relocation Notice does not require the relocation to occur until after that two year period, the Relocation Costs shall be shared equally by the Licensor and the Licensee, provided that the Licensee shall only be required to pay its portion of the Licensor's costs that are direct, reasonable and out-of-pocket, unless the relocation is primarily to accommodate another TSP, in which case the Licensor will be responsible for the reasonable out-of-pocket expenses of the relocation. The Licensor shall use its reasonable efforts to permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for Service prior to discontinuing Service from the previous Communications Spaces, Deemed Area and Equipment Room. If a Relocation Notice is delivered, the Licensee, will, within 15 days after its receipt, deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs and the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within 15 days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.
- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services and nothing herein shall be construed or interpreted as granting the Licensee any exclusive rights or access privileges in or to the Building.
- (g) The Licence granted by this Agreement is revocable only in accordance with the express terms of this Agreement.

- (h) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
 - (i) identifying the equipment, wires, Cables, cabinets, racks, and other items previously installed by the Licensee or its predecessors in the Building (such items being referred to collectively as "**Existing Equipment**");
 - (ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, and examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor, but subject to Section 2(d); and
 - (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, if that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or if required by the Licensor's insurers or if otherwise reasonably required by the Licensor.
- (i) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. FEES

- (a) The Licensee agrees to pay the Licence Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensor an additional fee in an amount equal to any Recoverable Costs incurred by the Licensor within 60 days after receipt of each reasonably itemized invoice, without deduction, abatement, or set off.
- (c) Interest on any arrears of Fees payable by the Licensee will accrue at a rate of 3% greater than Prime, and will be payable when payment of the interest is demanded.
- (d) Applicable value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees. The Licensor shall issue invoices to the Licensee for all fees and applicable taxes that include the information required under the *Excise Tax Act* (Canada), its regulations, *An Act Respecting the Quebec Sales Tax* and its regulations. Licensor will maintain records of all amounts invoiced to Licensee, and all supporting documentation, for a period of seven years from the date of payment of the relevant invoice.
- (e) The Licensor is registered under Subdivision d of Division V of Part IX of the Excise Tax Act (Canada) and has been assigned GST/HST Number **144 324 795 RT0001**. Licensor

shall provide Licensee with immediate written notice upon and of any change to its GST/HST or QST registration status.

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Licensee is not then in default of any of its material obligations under this Agreement beyond the applicable cure period, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least 120 days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew the Licence. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) the Renewal Term will be amended as appropriate, (ii) Section 2(h) will not apply and (iii) the Licence Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

5. USE

The Licensee will use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Buildings on the Land. The Licensee must be properly certified or licensed by the appropriate governing bodies or otherwise be eligible to provide its Services under the *Telecommunications Act*. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment.

6. CONSTRUCTION

- (a) The Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for any proposed work or the making of a proposed installation, detailing the type, size and location of the Licensee's Equipment, the Communication Spaces to be used by the Licensee and the Deemed Area. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered to form part of the Plans and Specifications once they have been approved by the Licensor, in writing. No work or installation may commence until the Licensor has approved, in writing, the working drawings, plans and specifications and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. Notwithstanding the foregoing, only an initial "Bay Layout" will be required in respect of equipment intended to be installed in the racks installed inside the Deemed Area and technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption.
- (b) The Licensee warrants that the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable will be in strict compliance with the approved Plans and Specifications.

- (c) The Licensee agrees that installation and construction will be performed:
 - (i) in a neat, responsible, and good and workerlike manner;
 - (ii) consistent with the Building Rules; and
 - (iii) in accordance with all applicable laws, rules and regulations.
- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the written consent of the Licensor. All terms and conditions of this Section 6 shall apply to the approval of such amended or supplemented Plans and Specifications.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than 10 Business Days after written request.

7. COVENANTS

- (a) The Licensee covenants as follows:
 - (i) The Licensee will maintain and repair at its sole cost and expense the Deemed Area and the Licensee's Equipment in good order and repair and in proper operating condition in satisfactory condition as to safety.
 - (ii) The Licensee will repair at its sole cost and expense any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building solely to the extent such damage is caused by the Licensee or any of its agents,

representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage in accordance with the foregoing, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all direct, reasonable costs and expenses incurred in such repair or refinishing, plus an administration fee equal to 15% of those costs.

- (iii) The Licensee will not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall take steps to remedy such interference as soon as possible but not more than 48 hours after receipt of notice. If the Licensee fails to correct the interference after proper notification, the Licensor may take action to correct same, all at the reasonable cost of the Licensee, plus an administration fee equal to 15% of those costs.
- (iv) The Licensee will take steps to correct any interference caused by the Licensee's Equipment to (i) the services of other TSPs in the Building (ii) the Building's operating, elevator, safety, security, or other systems, or (iii) any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties as soon as possible but not more than 48 hours after receiving written notice of such interference.
- (v) The Licensee will comply with all Building rules (the "**Building Rules**") of the type customarily imposed for similar buildings as periodically adopted by the Licensor acting reasonably, and communicated in writing in advance to the Licensee and will cause its agents, employees, contractors, invitees and visitors to do so provided that in the event of a conflict between the Building Rules and the terms of this Licence, the terms of this Licence shall prevail and provided further that the Licensor enforces the Building Rules in a non-discriminatory manner among all telecommunication services providers in the Building. A copy of the current Building Rules is attached as Schedule F, which may be amended from time to time by the Licensor.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of Services.
- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use In-Building Wire under its responsibility and control and conversely to connect to and use In-Building Wire under the control and responsibility of other local exchange carriers, at no cost to the Licensor.
- (viii) Except as required or mandated by the CRTC, the Licensee will not permit nor be required to allow any other TSP to co-locate equipment in its Deemed Area nor will it permit any third-party supplier to Cross Connect to any of the Licensee's

Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.

- (ix) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
 - (x) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns, provided such policies, directions and decisions are consistent with the terms of this Licence. Unless agreed to in writing by the Licensee (Licensee agreeing to act reasonably), the Licensee shall not be required to use the services of any Riser Manager or any other third-party for any In-Building Wire.
- (b) The Licensor covenants:
- (i) to operate, repair and maintain the common areas of the Building and Building systems (which are not exclusive to a tenant, licensee, or occupant) and the Lands in a safe and proper operating condition and in accordance with applicable laws and regulations and accepted building industry standards;
 - (ii) that any consent or approval of the Licensor pursuant to the terms of this Licence shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;
 - (iii) subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of 15% of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
 - (iv) if the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

8. ACCESS

- (a) The Licensee's authorized representatives, agents, contractors and subcontractors will have access to the Communications Spaces, Deemed Area and Equipment Room, including ingress and egress to the Lands and non-exclusive use of an elevator at all times during

normal business hours, and at times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving, activating, upgrading, relocating within the Equipment Room and repairing the Licensee's Equipment, including CRTC-mandated service provisioning and service repairs. The Licensee shall inform the Licensor of the names of the persons who will be accessing the Building, the reason for entry, and the expected duration of the work to be performed (the "Access Notice"). During normal business hours, the Access Notice may be given at the time of the entry to the security person, or other person designated for that purpose by the Licensor. Outside of normal business hours, the Licensee will give the Access Notice at least 24 hours in advance, except in the event of an emergency. The Licensor may require any person who accesses the Building outside of normal business hours to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on the representative's hourly wage plus an administration fee of 15%. This escort fee shall not apply if it is recovered from tenants through the operating costs of the Building charged to them under their leases. In the event of an emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter any part of the Building and, within five Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (b) Nothing in this Agreement prohibits or otherwise restricts the Licensor and its representatives from having access to the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor requires to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor reasonably considers necessary, as long as such inspections, maintenance, repairs and alterations do not interfere with the use and enjoyment of the Equipment Room and Deemed Area by the Licensee (subject to restrictions caused by emergencies). The Licensor will, however, except in case of an emergency, give the Licensee at least 24 hours advance notice before entry into the Deemed Area and the Licensee may require the Licensor to be accompanied by a representative of the Licensee provided the Licensee makes a representative available for that purpose within 48 hours of the Licensee's receipt of the Licensor's notice.

9. INSURANCE

- (a) The Licensee shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of commercial general liability insurance issued by an insurer acceptable to the Licensor, acting reasonably. The Licensor, the Owner(s), any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice shall be added as additional insured, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of \$10,000,000.00 per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor in the Building or bodily injury or death of the Licensor's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Licensee and their employees in the Building. The Licensee's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability

insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.

- (b) The Licensee will also maintain (i) an automobile liability insurance policy with an insured limit of \$1,000,000 per accident, and (ii) all risk property insurance on the Licensee's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Licensor, the Owner(s), any property manager, or any lender from the property insurers.
- (c) The Licensee's Commercial General Liability insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, with any other insurance maintained by the Licensor being excess with the insurance of the Licensee required hereunder or otherwise carried by the Licensee.
- (d) The Licensee shall provide a certificate of insurance as proof of such insurance to the Licensor upon commencement of the License recording that the Licensor shall be notified in writing, that a policy will be cancelled at least 30 days prior to such cancellation during policy terms. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably.
- (e) The Licensor will maintain all risk property insurance on the Building.

10. RELEASE BY LICENSEE

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

- (a) any damage to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third-party, under the terms of another telecommunications access licence or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service. The Licensee acknowledges that interruptions to the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further

acknowledges that any sensitive Licensee's Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems;

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

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

11. LIENS

The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within 10 Business Days of notice to the Licensee to do so. The Licensor may, at the cost of the Licensee, pay money into court to obtain removal, discharge, or vacating of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensor including the amount paid into Court plus an administration fee equal to 15% of the amount.

12. EXPANDED MEANINGS - AGENCY AND TRUST

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

13. CONSEQUENTIAL DAMAGES

Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, incidental or consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

14. ASSUMPTION OF RESPONSIBILITY AND CONTROL

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

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

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above but provided the Licensee is not then in default beyond the applicable cure period, the Licensee may assign its rights under this Agreement, on a *bona fide* basis, to an Affiliate without the prior written consent of the Licensor or to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; and (ii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense this Agreement to any third-party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent. For greater certainty, this prohibition does not preclude the Licensee from entering into Cross Connections with any other party.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 17.

16. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. Upon the expiry of the Agreement or at such other times as may be required by any applicable authority, subject to Section 18 Restoration Obligations the Licensee shall remove from the

Lands and the Building all hazardous substances which were placed, brought, or allowed thereon by the Licensee and carry out all remediation work necessitated as a result of such removal, all at the Licensee's expense and in compliance with all environmental laws.

17. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
 - (i) the Licensee defaulting in the payment of any Licence Fee, or portion thereof, or other sum of money due to the Licensor pursuant to the terms of this Agreement, and such default continues for more than 30 Business Days, after written notification of such default by the Licensor to the Licensee;
 - (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, and the Licensee does not take steps to cure such interference within 48 hours of the Licensee's receipt of written notice by the Licensor of such interference;
 - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
 - (iv) the Licensee becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
 - (v) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation; or
 - (vi) if the Licensee materially defaults in the observance or performance of any of the Licensee's other obligations under this Agreement and such default continues for more than 30 days after written notice of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may terminate this Agreement without limiting its other remedies.
- (c) If the Licensor materially defaults in the observance or performance of any of the Licensor's obligations under this Agreement and such default continues for more than 30 days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

18. RESTORATION OBLIGATIONS

(a) At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, remove the Entrance Cable, all of the Licensee's personal property and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor. This right to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSPs. Any material (except the Exempted Items) not removed by the Licensee within 60 days of the expiry or termination of the Agreement shall become the property of the Licensor without compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or that arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to 15% of the cost. However, in no event will the Licensee assume costs arising from the removal of In Building Wire, including wires, cables, or addressable wall plates. The foregoing obligations survive the expiry of this Agreement.

(b) If due to CRTC-mandated obligations upon the Licensee to provide services to other TSPs the Licensee is not required by Section 18(a) to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items"), then despite the expiration or termination of the Term of this Agreement, all of the obligations of the Licensee and the Licensor under this Agreement will continue in full force and effect, except that the Licensee's obligation to pay the Licence Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC-mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 18(a). So long as, and to the extent, a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

19. LICENSOR'S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building, may (i) grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building or the Lands; (ii) close all or any part of the Building or the Lands to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; or (iii) make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building provided that the Licensee is not prevented from exercising its rights under this Agreement. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

20. NOTICES

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the

next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

21. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

Except as otherwise provided in this Agreement, the Licensee's Equipment, Entrance Cable and In-Building Wire will remain the personal property of the Licensee although it may be affixed or attached to the Building, and will, during the Term of this Agreement, or any Renewal Term, and, subject to Section 18, upon the expiration of this Agreement belong to and be removable by the Licensee.

22. LICENCE ONLY

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

23. SUCCESSORS IN INTEREST

In the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Building or any part thereof (each a "**Transfer**") as owner or lessor, the Owner or the Licensors shall (i) immediately notify the Licensee; and (ii) use its reasonable efforts to cause such successor in interest to execute and deliver to the Licensee an agreement (the "**Assumption Agreement**") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Owner as set out herein as applicable to the building or part of the building being transferred. A lease of the entire Building shall be deemed a Transfer within the meaning of this Section. Upon the date any Transfer becomes effective, the Owner will be immediately released from its obligations under this Agreement (save and except for any outstanding obligations arising hereunder prior such Transfer). For greater clarity, nothing in this Section releases the Licensors from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

24. SPECIFIC TERMINATION RIGHTS

In addition to the other termination rights provided to it in this Agreement, either party may elect to terminate this Agreement in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) any part of the Building has been destroyed or damaged to such an extent that, in the Licensee's sole opinion, the Licensee can no longer provide its Services and it is not feasible to repair or rebuild the Building within a period of one hundred and eighty (180) days after the damage;
- (b) where the Building is expropriated by a lawful authority;
- (c) if the Licensors has bona fide plans to redevelop, or otherwise alter the Building in such a manner that, in the Licensee's sole opinion, makes it not feasible for the Licensee to provide its Services;
- (d) the Licensee no longer provides the Services in the Building; or

- (e) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services provided it has in good faith used all reasonable efforts to obtain such consents, approvals, permits, and authorizations.

In the event this Agreement is terminated under this Section, the Licensor will return the prepaid Fees for the remainder of the year. Upon any conversion of the Building resulting in the Building no longer being defined as a Multi-Dwelling Unit Building, the parties agree to negotiate in good faith any required amendments to this Licence.

25. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within 15 Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing confirming the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement and confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled.

26. LICENSOR'S AUTHORITY

The Licensor represents and warrants that it is the Owner and that it has full authority to execute this Agreement.

27. JOINT AND SEVERAL OBLIGATIONS

The liability of each of the Owners where there are more than one, is joint and several.

28. ENTIRE AGREEMENT

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

29. FORCE MAJEURE

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

30. IMPLIED WAIVERS

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

31. SEVERABILITY

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

32. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated and all federal laws applicable therein.

33. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and together shall constitute one agreement, binding on both parties even though both parties do not sign the same counterpart.

34. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.

35. CONFIDENTIALITY

Any confidential information provided by one party to the other party herein shall remain the confidential information of the disclosing party and no receiving party shall disclose such confidential information without the prior written consent of the disclosing party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the receiving party. "Confidential Information" means any information which is confidential in nature, whether such information is or has been conveyed to receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussions or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors, and financial and/or legal advisors.

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

**DESJARDINS FINANCIAL SECURITY LIFE
ASSURANCE COMPANY**

(Licensor)

Per: _____ *Regional Vice-President*
Name: _____ *Eastern Canada*
Title: _____ *Real Estate Investments*

Per: _____ *Asset Manager, Eastern Canada*
Name: _____ *Real Estate Investments*
Title: _____

I/We have authority to bind the corporation

BELL CANADA

(Licensee)

Per: _____
Name: _____
Title: **Sr. Specialist, Asset Management**

Per: _____
Name: _____
Title: _____

SCHEDULE "B"

COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

INTENTIONALLY LEFT BLANK

SCHEDULE "C"

CONNECTING EQUIPMENT PLANS AND DESCRIPTION

INTENTIONALLY LEFT BLANK

SCHEDULE "D"

**DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES**

INTENTIONALLY LEFT BLANK

SCHEDULE "F"

BUILDING RULES

1. Definition - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees, subtenants and sub-licensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. Common Elements - The Licensor reserves entire control of the common areas of the Building and will maintain them in such manner as it deems best for the benefit of tenants and occupants generally. The Licensor reserves the right to restrict and regulate the use of the common areas by the Licensee and by persons making deliveries to the Licensee and make such additional rules and regulations as may be enforced against the tenants of the Building and same shall be deemed included as rules and regulations hereunder.
3. Smoking - Smoking is not permitted in the Building or in any area adjacent to the Building, which has not been designated by the Landlord as a smoking area.
4. Obstructions - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, elevators and stairways shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Equipment Room.
5. Deliveries - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area or other common areas. The Licensee shall ensure that deliveries of materials and supplies to the Equipment Room are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Licensor reserves the right to remove at the expense and risk of the owner thereof any vehicle not using designated "vehicle standing" areas.
6. Security - The Licensor may from time to time adopt appropriate systems and procedures for the security and safety of the Building, including restricting access during non-business hours and the Licensee shall comply with the Licensor's reasonable requirements relating thereto.
7. Locks - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the Equipment Room, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Licensor at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Licensor when requested by the Licensee in writing and at the Licensee's expense. Upon termination of this Agreement, the Licensee shall surrender to the Licensor all keys to the Equipment Room and any other parts of the Building together with any parking passes or other devices permitting entry.
8. Antennae - The Licensee shall not mount or place an antenna or aerial of any nature on the exterior of the Equipment Room or Building or, unless it first obtains the Licensor's written consent, anywhere within the Equipment Room.
9. Garbage - The handling and disposal of garbage shall comply with arrangements prescribed by the Licensor from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the Equipment Room and the cost of removal or clearing of quantities in

excess of such normally provided service may be charged to the Licensee.

10. Repairs, Alterations and Improvements - The Licensee shall carry out repairs, maintenance, alterations and improvements in the Equipment Room and Communications Spaces only during times agreed to in advance by the Licenser and in a manner which will not interfere with the rights of other tenants in the Building.
11. Maintenance - The Licensee shall provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the Equipment Room whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.
12. Installations and Wiring - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the Equipment Room and the Building except with the prior written consent of the Licenser and as it may direct. If the Licensee desires electrical or communications connections, the Licenser reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will be permitted. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Licenser.
13. Heating, Air Conditioning and Plumbing Systems - The Licensee shall not attempt any repairs, alterations or modifications to the heating, air conditioning or plumbing systems.
14. Water Fixtures - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from a violation of this provision.
15. Personal Use of Equipment Room - The Equipment Room shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under this Agreement.
16. Solicitations - The Licenser reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. Heavy Articles - The Licensee shall not, in the Equipment Room or the Building, bring in, take out, position, construct, install or move anything liable to injure or destroy any part of the Building including, without limiting the generality of the foregoing, any safe, business machinery or other heavy machinery or equipment without the prior written consent of the Licenser. In giving such consent, the Licenser shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Licenser.
18. Bicycles, Animals - The Licensee shall not bring any animals, except for guide dogs, into the Building and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Licenser for such purposes.
19. Furniture and Equipment - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the Equipment Room are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licenser and shall

promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.

20. Heating / Cooling - The Licensee shall not use any means of heating or cooling the Equipment Room other than that provided by or specifically otherwise permitted in writing by the Licensor.
21. Undue Electrical Loads, Heat, Vibration or Interference - No material or equipment which could cause undue loads on electrical circuits or undue vibration, heat or noise or which could interfere with wireless or other communications shall be brought into the Building or used therein by or on behalf of the Licensee and no machinery or tools of any kind shall be affixed to or used in the Equipment Room without the prior written consent of the Licensor.
22. Fire Regulations - The Licensee shall not do or permit anything to be done in the Equipment Room or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other tenants, or violate or act at variance with the laws relating to fires or with the regulations of the fire department or the board of health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Licensor.
23. Flammable Materials - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the Equipment Room.
24. Food and Beverages - Only persons approved from time to time by the Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building or use the elevators, corridors or other common areas for any such purpose. The Licensee shall not permit in the Equipment Room the use of equipment for the preparation, serving, sale, distribution or dispensing of food and beverages except with the prior written consent of the Licensor and in accordance with arrangements approved by the Licensor.
25. Notice of Accidents - The Licensee shall give immediate notice to the Licensor in case of fire or accident in the Equipment Room or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Licensor may have no obligations with respect thereto.
26. Janitorial Services - The Licensee shall not use or engage any person or persons other than the janitor or janitorial contractor of the Licensor for the purpose of any cleaning of the Equipment Room, except with the prior written consent of the Licensor.
27. Dangerous or Immoral Activities - The Licensee shall not make any use of the Equipment Room which could result in risk or injury to any person, nor shall the Equipment Room be used for any immoral or criminal purpose.
28. Proper Conduct - The Licensee shall not perform any acts or carry on any practice which may damage the common areas or be a nuisance to any other tenant in the Project.
29. Additional Rules and Regulations - The Licensor shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Building and for the preservation of good order therein.

SCHEDULE "G"

BUILDING SECURITY REGULATIONS

The Licensee shall ensure that the doors of the Equipment Room are closed and locked before the Licensee or the Licensee's employees leave the Equipment Room, so as to prevent waste or damage, and for any default or carelessness in this regard the Licensee shall make good all injuries sustained by the Owner or other tenants or occupants of the Building.

The Licensee shall keep the doors to the Equipment Room corridors closed and locked at all times when not in use.

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any licensee, nor shall any changes be made to existing locks or the mechanism thereof. Lock cylinders and keys shall be changed by the Owner at the Licensee's expense upon receipt of written request from the Licensee.

The Licensee must, upon the expiration or sooner termination of this Agreement, return to the Owner all keys and/or access cards either furnished to, or otherwise procured by, the Licensee, and in the event of the loss of any keys so furnished, the Licensee shall pay to the Owner the cost of replacement keys.

Building janitors and contract cleaners will be provided with a passkey to offices in the Building.

EXHIBIT "I"

RECOVERABLE COSTS

The Recoverable Costs are the Licensor's out-of-pocket, third-party costs specifically related to granting access to the Licensee for:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable out of pocket third party costs of facilitating the initial set up of the Licensee's operations within the Building;
- (g) reviewing plans, specifications and working drawings and monitoring performance of work as contemplated by Section 7(a)
- (h) any costs or expenses stated to be the responsibility of the Licensee under this Agreement which are payable to the Licensor and any costs or expenses incurred by the Licensor due to the default by the Licensee; and
- (i) an additional amount equal to 15% of those costs.