MASTER ACCESS AND TELECOMMUNICATIONS LICENSE AGREEMENT

THIS MASTER ACCESS AND TELECOMMUNICATIONS LICENSE AGREEMENT ("License"), is made and entered into as of the 18th day of January, 2021 (the "Effective Date"), between **2290466 ONTARIO LIMITED** ("Licensor"), and ~~**BELL CANADA ENTERPRISES INC.**~~ Bell Canada ("Licensee").

WHEREAS Licensee is desirous of obtaining a license in order to install and operate certain communications equipment in and on the Building; and

WHEREAS Licensor is willing to grant the above-referenced non-exclusive license to Licensee subject to certain terms and conditions.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. DEFINITIONS

In addition to terms defined in this License, the following terms below shall be defined as follows:

(a) "Approved Plans" means the Plans and Specifications, as applicable, of the Licensee to be approved by the Licensor prior to installation.

(b) "Building" shall mean that certain building and lands municipally known as 115-119 King Street West, Kitchener, Ontario.

(c) Cables" shall mean fibre optic cables or copper wiring encased in conduit, such Cables (or conduit) shall not exceed two- and one-half inches (2W') in diameter; and/or copper cable to be used by Licensee.

(d) "Equipment" means all equipment listed in Schedule A hereto owned by the Licensee and installed by the Licensee in accordance with the Approved Plans.

(e) "License" means this License and all supplemental instruments, amendments or confirmations agreed to in writing by both parties herein and includes the Approved Plans.

(f) "Systems" means the Equipment and Cables which includes the high-speed data network and telecommunications equipment of the Licensee and related equipment and any wireless services related thereto.

2. TERM

The term of this License (the "Term") shall be for a period of five (5) years commencing on the 1st day of February, 2021 (the "Commencement Date") and terminating on the day of January 31, 2026, subject to early termination in accordance with the License.

Provided that the Licensee is not then in default and has not been in multiple defaults (i.e. three (3) or more defaults) of any of its material obligations under this License beyond the applicable cure period, this License will automatically be extended for two extension terms of five (5) years each (the "Renewal Term(s)") . The extension terms shall be on the same terms and conditions

as this License save and except that the Access Fee and, if applicable, the Electrical Power Fee shall be as mutually agreed between the Licensor and the Licensee.

3. GRANT OF LICENSE

The Licensor hereby grants a non-exclusive license to the Licensee at the expense of the Licensee for the duration of the Term and any extensions thereof:

(a) to install, operate, upgrade and maintain the Systems at the locations to be shown on the Approved Plans, attached hereto as Schedule B, located in the Building and in the basement of the Building;

(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;

(c) subject to the Licensor's security requirements for the Building and the quiet enjoyment of tenants and occupants of the Building, the Licensor agrees that upon prior notice it will permit the Licensee, its employees and duly authorized contractors, reasonable access to the Building (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 Systems for the benefit of the Licensee and its customers, as may be reasonably required from time to time throughout the Term; 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. The Licensor shall use reasonable efforts to prevent any interruption or interference with all or any part of the telecommunication services provided the Systems provided the Licensor 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 Licensor from time to time; provided that this Licensee does not affect the operation or structure of the Building, impair existing or telecommunication or other utility services supplied to other tenants and occupants of the Building or impair or restrict future installation of other telecommunication or utility equipment or services in the sole opinion of the Licensor, 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 shall not constitute nor be interpreted to be a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

4. APPROVED PLANS

The Licensee shall, prior to installing and maintaining the Systems, prepare and deliver to the Licensor plans, specifications, diagrams, layouts and any other drawings and documents reasonably required to describe the Systems including all wiring designations ("Plans and Specifications") showing, without limitation, the size and location of the Systems, the location of risers, and wiring connecting same to the power supply source and the telephone lines. Such Plans and Specifications shall be approved by the Licensor in its sole discretion, (such approval

not to be unreasonably 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 Systems from time to time to determine that same are installed and maintained in accordance with the Approved Plans.

5. ACCESS FEE AND ELECTRICAL POWER FEE

The annual access fee (the "Access Fee") and the fee to reimburse the Licensor for use of electrical power ("Electrical Power Fee") shall be paid by the Licensee to the Licensor- as follows:

ACCESS FEE (ANNUALLY)	ELECTRICAL POWER FEE (ANNUALLY - See below)	PERIOD
$1,100.00	as below	Year 1
$1,100.00	as below	Year 2
$1,100.00	as below	Year 3
$1,100.00	as below	Year 4
$1,100.00	as below	Year 5

The Access Fee plus applicable taxes, shall be payable yearly in advance without deduction, abatement or set-off commencing on the Commencement Date and continuing throughout the Term or any extension thereof.
The Licensor, at its option and in its discretion, shall have the right to install a check meter to determine the amount of electricity consumed by the operation of the Equipment and if the Licensor exercises its aforesaid option, the Licensor shall prepare and forward an invoice to the Licensee for the Electrical Power Fee based on the reading displayed on the Bell electrical check meter, which fee will be based on current, local, consumption-based market rates.

The aforesaid invoice ("Electrical Power Fee") is subject to applicable taxes and shall be payable yearly after the first year without deduction, abatement or set-off commencing on the Commencement Date and continuing throughout the Term or any extension thereof.

6. RESPONSIBILITIES OF LICENSEE

Licensee at Licensee's sole expense shall design, procure and install the Systems. The location, size, compatibility, design, color, material, type and method of installation of the Systems and the plans and specifications related thereto shall be subject to the prior written approval of the Licensor (such approval not to be unreasonably withheld or delayed).

Licensee agrees not to use or permit the use of the Equipment for any purpose which is illegal, dangerous to life, limb or property or which, in Licensor's reasonable opinion, creates a nuisance or which would increase the cost of insurance coverage with respect to the Building. In particular, no semiconductors or other electronic equipment containing polychlorinated biphenyls (PCB's) or other environmentally hazardous materials will either be used or stored in or around the Building and no such materials will be used in any Equipment.

Licensee acknowledges and agrees that interruptions in utility services and power surges are not uncommon in facilities such as the Building. Licensee acknowledges and agrees that all telecommunications equipment in the Building is the sole responsibility of Licensee and that the use and operation of such telecommunications equipment is at Licensee's sole risk and expense.

Licensee acknowledges that it has inspected the Building, that Licensor has made no representations or warranties whatsoever respecting the condition thereof or otherwise or its suitability of Licensee's use, and that, except as may be expressly provided to the contrary in this License, Licensor has no obligation or duty to make any alterations, improvements, or repairs whatsoever in and to the Building to make same ready for Licensee's use and occupancy and Licensee takes and accepts the Building in its present "as is" "where is" condition.

The Licensee confirms that it has inspected all existing communications systems and equipment and facilities in the Building and warrants and represents that the Equipment and Systems and the use thereof shall not be interfered with by the existing communications systems and equipment and facilities and that it shall ensure and guarantees that its Equipment and Systems and the use thereof shall not interfere with existing communications systems and equipment and facilities in the Building and the use thereof.

7. RESPONSIBILITIES OF LICENSOR

Licensor shall provide Licensee, its employees and authorized agents non-exclusive rights of ingress and egress in those portions of the common facilities of the Building controlled by Licensor including access to the basement and equipment room consistent with the requirements of the installation, operation, maintenance, and service of the Systems provided however, such rights of ingress and egress shall be consistent with (i) Licensor's construction activities in the Building; (ii) the terms and conditions of any leases between Licensor and tenants or occupants of the Building; and (iii) the rules and regulations of the Building.

The Licensee shall be permitted to access an existing 110 Volt electrical outlet adjacent to its installed Equipment to provide power for its Systems. Any interruption in the power provided by such electrical facilities shall not render Licensor liable in any respect whatsoever for damages, losses, costs or expenses to any person or property nor relieve Licensee from fulfillment of any covenant or agreement hereof. If any of Licensee's Systems fail because of a loss of electrical power, Licensor shall use reasonable diligence to restore electrical power promptly, but Licensee shall have no claim for any damages, losses, costs or expenses on account of any interruption in electrical service occasioned thereby or resulting therefrom.

The Licensor shall at all times provide the Licensee with the name and telephone number of a contact person or persons to assist the Licensee in obtaining access to the Building with such service to be reimbursed in full by the Licensee or, alternatively, the Licensor may, if it so chooses, provide a key to the Licensee permitting access to the Building.

The Licensor shall operate, repair and maintain the Building and Building systems in a safe and proper operating condition and in accordance with applicable laws and regulations and accepted building industry standards.

If the operation of the Systems, Equipment, or the delivery of services by the Licensee to the occupants of the Building 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 and without expenditure of any monies, 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. INSTALLATION/REMOVAL

(a) The Licensee shall install and maintain the Systems in a good and workmanlike manner in accordance with the Approved Plans and the provisions of this License. The Systems and related materials installed in the Building shall at all times remain the property of the Licensee. All such Systems and related materials upon abandonment by the Licensee and default by the Licensee beyond the applicable cure periods shall, at the sole option of the Licensor, become the absolute property of the Licensor without compensation to the Licensee.

(b) The Licensee shall submit further Plans and Specifications showing additions, alternations, modifications, upgrades, consolidations or relocation of the Equipment and Systems (the "Alterations"). The Alterations if so approved by the Licensor shall become the Approved Plans.

(c) The Licensee shall at its own expense install and maintain the Systems in compliance with the laws, rules and regulations and fire codes of all relevant governmental authorities 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 the expiration of the Term or any extension thereof, at the Licensor's option, the Licensor may elect to have the Systems which were installed during the Term require the Licensee to remove all or part of the Systems as the Licensor may direct at the Licensee's sole costs within sixty (60) days following the expiration of Term, provided that the Licensee is no longer serving any subscriber or occupant in the Building, and subject to any Canadian Radio-television and Telecommunications Commission mandated obligations upon the Licensee to provide services to the Building. The Equipment and System installed by the Licensee 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 License or any Renewal Term be removable by the Licensee. The Licensee shall repair forthwith any damages to the Building caused by such the Licensee's installation and/or removal of the Systems.

(e) The Licensee acknowledges that the Licensor at any time during the 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, and provided that the Licensee confirms that the such new location as designated by the Licensor has sufficient specifications to enable the Licensee to continue to provide the services to the Building, the Licensee shall do so upon sixty (60) days written notice at the equally shared expense of both the Licensor and Licensee, unless the relocation is primarily to accommodate another telecommunication services provider, in which case the Licensee will not be required to pay any part. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service to the Building prior to discontinuing service from the previous location. If written notice requesting the Licensee to relocate the Equipment is delivered, the Licensee will, within 15 business days

after its receipt, deliver written notice to the Licensor setting out particulars of its estimate of 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 business 15 days after receipt of the Licensee's estimate of the relocation costs rescind its original notice to relocate the Equipment by giving written notice to the Licensee to that effect.

(f) All Work shall be performed by the Licensee (or a contractor approved by the Licensor in writing) (i) in accordance with the Licensor's Rules and Regulations applicable to the Building, (ii) performed in a workmanlike 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, (iv) at a time and in a manner not to interfere with or interrupt the use of the Building and business of the occupants thereof, and (v) 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 fire stopping 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.

9. INDEMNITY/WAIVER

(a) Save and except to the extent caused by the gross negligence act or omission of the Licensor, its property manager, servants, agents, officers and employees, the Licensee hereby releases, and shall indemnify and save harmless the Licensor, its property manager and the Building owner, from and against all actions, suits, claims, damages, expenses, cost and liabilities arising out of or as a result of:

(i) Any breach, violation or non-performance of the terms, covenants and obligations on the part of the Licensee, its servants, agents, employees or contractors as set out in this License;

(ii) Any damage to the Building occasioned by the installation, operation, maintenance or removal of the Systems by the Licensee, its servants, agents, employees or contractors or others for whom it is in law responsible;

(iii) Any injury to or death of any person or damage to or destruction or loss of property or damages resulting from the installation, operation, maintenance or removal of the Systems by the Licensee, its servants, agents, officers, employees or contractors or others for whom it is in law responsible.

(b) The Licensor, its property manager, the Building owner(s), and their respective servants, agents, officers, directors, employees and others for whom they are in law responsible shall not be liable for:

(i) Any damage to or destruction or loss of Cables, Equipment, Systems or other property of the Licensee or others installed or kept by the Licensee anywhere in the Building; or

(ii) Any bodily injury, death, damages for personal discomfort or illness, or consequential injury or damage sustained by the Licensee or any customer of the Licensee or any of their respective servants, agents, officers, directors, employees, customers or others for whom they are in law responsible, resulting from any damage to, destruction of, or interference with the operation of the Cables, Equipment or Systems;

unless caused by the gross negligent act or omission of the Licensor, its property manager, the Building owner or their respective servants, agents, officers, employees or others for whom they are in law responsible.

(c) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this License) 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.

10. INSURANCE

Throughout the Term 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 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) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Licensor may reasonably require from time to time;

(b) Any other form of insurance as the Licensor may reasonably require from time to time, throughout the Term of this License or any extension thereof, in amounts and for insurance risks against which a prudent licensee under similar circumstances would insure;

The Licensee shall provide certificates of insurance to the Licensor on or prior to the commencement of the Term of this License. All insurance policies shall contain an undertaking by the Licensee's insurer to notify the Licensor, upon not less than thirty (30) days prior written notice, of any cancellation during policy terms. The Comprehensive General Liability insurance described above shall name as an additional insured the Licensor and its property manager, Perimeter Development Corporation but only for Bell's legal liability arising from the performance of the Agreement. . All Comprehensive General liability insurance shall contain provisions for cross- liability and severability of interests between the Licensor and the Licensee.

All property of the Licensee kept or stored at or in the Building shall be so kept or stored at the sole risk of the Licensee only, and the Licensee shall hold the Licensor, its property manager and those for whom the Licensor is in law responsible harmless from any claims arising out of damage to same, including subrogation claims by the Licensee's All Risk Property insurers.

If as a result of the erection, installation, operation or maintenance of the Systems, Cables or Equipment, there is any increase in insurance required to be maintained by the Licensor or the Licensee or any increase to the realty taxes of the Building or Property, the Licensee shall pay to the Licensor an amount equal to the whole amount of such increase attributable thereto forthwith upon demand.

The Licensee shall ensure that all of its employees and all employees and workers of any third party contractors which provide any services to or work at the Building or the property on which it is situate shall be registered with and fully insured in accordance with the Workers Safety and Insurance Board of Ontario.

11. DEFAULTS

If and whenever any amount shall be unpaid for five (5) business days following notice in writing of such monetary default by the Licensor or 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 ten (10) business days' notice specifying the nature of the Non-Monetary Default has been given 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), then it shall be lawful for the Licensor at any time thereafter to elect to (ii) require the Licensee to remove forthwith all or part of the Systems, Equipment and Cables as the Licensor may require at the Licensee's sole costs and repair any damages to the Building resulting from the installation or removal of the Systems, Equipment and Cables and terminate this License.

12. BUILDING RULES

Licensee will comply with the rules and regulations of the Building as adopted and amended by Licensor from time to time and will cause all of its agents, employees, invitees and visitors to do so provided such rules are provided in writing, in advance, and do not unreasonably and materially interfere with Licensee's conduct of its business.

13. NO IMPLIED WAIYER

The failure of Licensor 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 shall not be construed as a waiver or a relinquishment thereof for the future.

14. PERSONAL LIABILITY

In no event shall either party be liable to the other for (a) any loss or damage that may be occasioned by or through the acts or omissions of tenants, occupants, licensees of the Building or any third parties or (b) any consequential, special or incidental damages.

15. RIGHT OF TERMINATION

Either the Licensor or the Licensee may terminate this License on sixty (60) days prior written notice to the other party:

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, and the execution or attachment is not set aside, vacated, discharged or bonded within fifteen (15) days after its issue, this License may at the option of the Licensor be terminated by delivering to the Licensee notice to that effect, and upon such delivery this License shall case, but without prejudice to any rights of the Licensor which had accrued before the termination,

16. SEVERABILITY

If any term or provision of this License, or the application thereof to any person or circumstance shall. to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforced to the fullest extent permitted by law.

18. NO EXCLUSIVITY

The Licensee acknowledges and agrees that nothing in the License 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.

19. GOVERNMENT REGULATIONS

The parties to this Agreement shall comply with and confirm to all laws, by-laws, legislative and regulatory requirements of any governmental authority relating to the matters contemplated by this Agreement. Such governmental authorities shall include but not be limited to the City of Kitchener, the Province of Ontario and the C.R.T.C. Should any provision of this Agreement be illegal 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.

20. REGISTRATION

Licensee agrees not to register this License or any memorandum thereof on title to the Building property. Any registration of this License shall be deemed a breach hereof entitling Licensor, at its option, in addition to any other right or remedy, to terminate this License without notice to Licensee.

21. TRANSFER BY LICENSOR

Licensor shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building referred to herein.

22. REGULATORY AUTHORITY

Licensee will secure any permits, licenses, regulatory approvals and authorizations from Federal, provincial and local governments ("Permits") required currently or in the future for the provision of any services and exercise of any of its rights under the License and Licensee's right and obligations hereunder will be subject to receipt and maintenance of all Permits. Licensee shall promptly inform Licensor of (i) any legal or regulatory development of which Licensee becomes aware that would prohibit or render all or any portion of any licensed service commercially unfeasible or (ii) revocation of or failure to obtain any Permits. Licensee shall provide Licensor copies of all Permits within three (3) business days of receipt thereof.

23. INDEPENDENT CONTRACTOR

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

24. GOVERNING LAW

This License and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

25. TIME OF PERFORMANCE

Except as expressly otherwise herein provided, time is of the essence of this License.

26. 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 Canada Enterprises Inc.~~ Bell Canada
1 Carrefour Alexander Graham Bell
Tour A, 7e etage
Verdun, Quebec
H3E 3B3
Attention: Corporate Secretary
Fax: 1-514-766-8758
Email: corporate.secretariat@bell.ca

And to the Licensor at the following address:

c/o Perimeter Development Corporation
Suite 220
119 King Street West,
Kitchener, Ontario
N2G 1A7

Attention:
Tel:
Email:

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 or electronic email transmission as stated above in which case it shall be effective on the day of transmission if delivered on a business day and prior to 5pm and otherwise shall be effective as of the following business day.

27. ENTIRE AGREEMENT

This License 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, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. This License may not be amended or modified except by a written instrument executed by both parties.

28. FORCE MAJEURE

Neither party to this License 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 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, terrorism, accident, fire, embargoes, judicial action by or acts of civil or military authorities but specifically excluding financial inability.

29. SUCCESSORS AND ASSIGNS

Provided the Licensee is not in default under this License, the Licensee upon prior reasonable written notice to the Licensor, shall be entitled to assign this License to any subsidiary or affiliate as defined in the Ontario Business Corporations Act, to a lender as security for a bona fide financing (the "Permitted Assignees") or in connection with a securitization nor similar transaction provided the Licensee is not released from the License and provided the Permitted Assignee enters into an assumption agreement with the Licensor to be bound by all the provisions of the License.

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

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

[Remainder of page is intentionally left blank. Signature page to follow.]

30. FURTHER ASSURANCES

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.

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

LICENSOR: **2290466 ONTARIO LIMITED**
Per:

Name:
Title:

I/We have authority to bind the corporation

LICENSEE: **BELL CANADA ENTERPRISES INC.**
Per:

Name:
Title:Senior Asset Manager

I/We have authority to bind the corporation

SCHEDULE A

LIST OF EQUIPMENT

SCHEDULE B

APPROVED PLANS FOR INSTALLATION OF EQUIPMENT