

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN

FIRST CAPITAL (WESTNEY HEIGHTS) CORPORATION

(the "Licensor")

- and -

BELL CANADA

(the "Licensee")

Building Address: 15 Wesney Road N, Ajax, ON

Commencement Date: May 1st, 2017

INFORMATION PAGE

This page sets out information which is referred to and forms part of the **TELECOMMUNICATIONS LICENSE AGREEMENT** made as of the 18th day of May, 2017 between FIRST CAPITAL (WESTNEY HEIGHTS) CORPORATION and BELL CANADA as the Licensee. The information is as follows:

Building: The property municipally known as 15 Westney Road North in the City of Ajax, and the Province of ONTARIO.

Floor Area of Deemed Area: 40 sqft.

Commencement Date: 1st day of May, 2017

License Fee: An annual sum of Two Thousand Dollars (\$2,000.00) payable in advance on the Commencement Date.

Hydro: The sum of \$120 per year in advance due on the Commencement Date and each anniversary thereafter.

Notices:

<u>Licensor</u> First Capital Realty Inc. 85 Hanna Avenue, Suite 400 Toronto, Ontario, M6K 3S3 Attention: FCR Management Services Fax: (416) 504-8803	Licensee: c/o BGIS Inc. 87 Ontario St. West, 6th Floor Montreal, QC H2X 0A7 Attention: Department, Real Estate Services and Department, Lease Management 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
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Prime Rate Reference Bank: The Bank of Montreal.

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

Term: The period starting on the Commencement Date, and ending on the 30th day of April 2022.

TELECOMMUNICATIONS LICENSE AGREEMENT

This License Agreement made as of this 18th day of May, 2017.

B E T W E E N:

FIRST CAPITAL (WESTNEY HEIGHTS) CORPORATION

(hereinafter the "**Licensor**")

- and -

BELL CANADA

(hereinafter the "**Licensee**").

1. DEFINITIONS

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

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

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

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

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

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

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

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

"Communications Equipment": cabinets, racks, electronic equipment and other equipment 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 7.

"Communications Spaces": 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 7.

"Connecting Equipment": 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 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

"Consumer Price Index": (All Items for Regional Cities, base year 2002=100) for the city in which the Building is located, or if there is no Consumer Price Index for that city, for the city in Canada nearest the Building for which there is a Consumer Price Index published by Statistics Canada (or by a successor or other governmental agency, including a provincial agency). If the Consumer Price Index is no longer published, an index published in substitution for the Consumer Price Index or any replacement index designated by the Licensor, acting reasonably, will be used. If a substitution is required, the Licensor will make the necessary conversions. If the base year is changed by Statistics Canada or the applicable governmental agency, the necessary conversions will be made.

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

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

"Deemed Area": the area described and depicted on Schedule "A".

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

"Entrance Link": 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": the area containing the Main Distribution Frame for the Building as of the date of this Agreement.

"Event of Default": defined in Section 18.

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

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any

regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

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

"Including": when used herein, means "including without limitation".

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

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

"Lands": the lands occupied by the Building.

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

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

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

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

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

"Owner(s)": the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them.

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

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

"Recoverable Costs": the costs and expenses particularized on Exhibit "I" for building services requested of the Licensor by the Licensee or causal to the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, except to the extent otherwise expressly provided herein and for costs in relation to work done by Licensee with respect to deficiencies set out in reports provided by Licensor or a Riser Manager in connection with installations completed by Licensor, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs,

or (except for charges for services identified in Exhibit "I" and provided by the Riser Manager) fees in relation to a Riser Manager.

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

"Released Licensor Persons": the Licensor and Owner(s) and property manager of the Building and First Capital Realty Inc. And the corporations, trusts and partnerships controlled by it, and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors, of all and any of them.

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

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

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

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

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

2. GRANT

- (a) the Licensor grants to the Licensee for the Term, a non-exclusive license:
 - (i) to install, operate, maintain, repair, improve, replace, and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) connect the Licensee's Equipment to the In-Building Wire and Inside Wire.
- (b) The Licensee shall be provided access to the Lands and Buildings to the extent necessary to exercise its non-exclusive license, twenty four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licensor's reasonable security requirements;
 - (ii) the notice requirement as provided in Section 9(b); and
 - (iii) an event of Force Majeure as provided in Section 30.

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, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers.
- (h) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. FEES

- (a) The Licensee agrees to pay the License Fee to the Licensor annually in advance without any set-off, deduction or abatement whatsoever.
- (b) The Licensee shall also pay to the Licensor any Recoverable Costs incurred by it within sixty (60) days after receipt of each itemized invoice, without deduction or set off.
- (c) Interest will accrue at an annual rate of interest equal to Prime plus three percent (3%) per annum on any arrears of Fees payable by the Licensee, and will be payable on demand by the Licensee.
- (d) Value added taxes and similar taxes such as "HST" or "GST" are payable by the Licensee on all Fees.

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 in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, (ii) Section 2(g), and (iii) the License Fee, which will increase at the start of the first Renewal Term (if any) by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date and thereafter shall increase

at the start of each year during each Renewal Term (if any) by a percentage equal to the percentage of the increase in the Consumer Price Index from the start of the previous year of the Renewal Term.

5. USE

The Licensee shall have a non-exclusive Licence to 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 Building. The Licensee and its employees, contractors and agents must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

6. ELECTRIC UTILITIES

The Licensor may estimate, acting reasonably the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee when it is billed. Alternatively, the Licensee may install a meter at its cost and in that case it will pay for its electricity consumption directly to the utility supplier. The Licensor shall notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's Equipment use but shall not be responsible for any losses, costs or expenses suffered as a result of any outages whether or not notice of such planned utility outages was provided. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power shall be the sole responsibility and cost of the Licensee.

7. CONSTRUCTION

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment, the Communication Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work and subject to the Licensor's prior written approval, not to be unreasonably withheld, conditioned or delayed. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. Despite what is stated above, only an initial "Bay Layout" will be required to be provided by Licensee 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, provided, however, that in the event of any changes in respect of any installed equipment, Licensee shall provide to Licensor an amended "Bay Layout".

- (b) The Licensee represents and warrants that the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (c) The Licensee agrees that installation, construction, operation and maintenance shall be performed:
 - (i) in a neat, responsible, and good and workerlike manner;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
 - (iii) in accordance with all applicable laws, rules and regulations, including all applicable laws pertaining to workers' compensation; and
 - (iv) using only contractors approved in writing by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).

Before commencing the Services, the Licensee shall provide evidence satisfactory to the Licensor that it and all of its contractors and agents have all required workers' compensation registrations.

- (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, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways or any other common areas of the Building.
- (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, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.

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

8. COVENANTS

- (a) The Licensee covenants as follows:
 - (i) The Licensee shall, at its sole cost and expense, operate, maintain and repair the Deemed Area and the Licensee's Equipment in first-class operating condition and maintain them in satisfactory condition as to health and safety and in compliance with all applicable laws, rules and regulations, including all applicable environmental laws.
 - (ii) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any tenant or other occupant of the Building where 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, the Licensor may repair or refinish such damage after Licensor's written notice and the Licensee shall reimburse the Licensor forthwith on demand against receipt of invoice from Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs and plus any applicable value added taxes and similar taxes such as "HST" or "GST".
 - (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building. If such interference occurs, the Licensor may give the Licensee written notice thereof and the Licensee shall correct same as soon as possible but not more than twenty-four (24) hours after receipt of notice, provided that if the correction cannot be completed within twenty-four (24) hours and Licensee has commenced, and is exercising due diligence to complete, the corrective action, then within forty-eight (48) hours. If the Licensee fails to correct the conditions after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs and plus any applicable value added taxes and similar taxes such as "HST" or "GST", payable forthwith on demand against receipt of invoice from Licensor.

- (iv) The Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such disruption, adverse effect or interference as soon as possible but not more than twenty-four (24) hours after receiving written notice of such disruption, adverse effect or interference provided that if the correction cannot be completed within twenty-four (24) hours and Licensee has commenced, and is exercising due diligence to complete, the corrective action, then within forty-eight (48) hours.
- (v) The Licensee will comply with all Building rules, including respecting access, as periodically adopted by the Licenser acting reasonably, and any applicable laws and regulations, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the 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 (collectively, "**third party rights**") in respect of any part of the In-Building Wire and will not grant the right to, or permit, any third parties to remove any of the Licensee Equipment from the Lands or Building. Despite the foregoing, the Licenser acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its 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 not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.

- (x) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
 - (xi) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
 - (xii) The Licensee shall maintain the confidentiality of, and not disclose to any person, any information pertaining to the non-public areas of the Building, and its layout and specifications, except to its employees, contractors and agents with a need to know such information in order to perform the Services.
- (b) The Licensor covenants:
- (i) To operate, repair and maintain the Building and Building systems necessary for the Licensee to perform the Services and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
 - (ii) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;
 - (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
 - (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee and such third parties to work co-operatively to ameliorate the interference within a time

frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

- (a) Subject to Section 9(b), the Licensee's authorized representatives may, after reasonable prior written notice, have access to the Equipment Room at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving and repairing the Licensee's Equipment. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.
- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter the Building including the Communications Spaces and the Equipment Room. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Building, including the Communications Spaces and the Equipment Room, the reasons for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry, to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building, Communication Spaces, the Equipment Room, or any other part of the Building which the Licensor designates, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage and employment cost plus an administration fee of fifteen percent (15%) and plus any applicable value added taxes and similar taxes such as "HST" or "GST". In the event of any emergency, (i) the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Building, including Communications Spaces or the Equipment Room and, (ii) the Licensee need not be accompanied if the Licensee calls the Licensor's call centre to advise the Licensor of its proposed entry, provided that in any event the Licensee, within five (5) Business Days following any such entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor considers necessary.

10. 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, insuring the Licensee and, as additional insureds, the Licensor, the Owner(s), the Released Licensor Persons, any property manager or any lender that holds security on the Building that the Licensor may reasonably designate by written notice, only in respect of matters related to the operations of the Licensee in the Building, with a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Licensor or any tenant or occupier 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, (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 from the property insurers; and (iii) business interruption insurance (for which Licensee may self-insure).
- (c) The Licensee's insurance shall be primary insurance insofar as the Licensor and the Licensee are concerned, it being understood and agreed that any insurance maintained by Licensor shall be excess with respect to, and to the extent of, claims arising from the negligence of the Licensee and those for whom it is responsible at law.
- (d) The Licensee shall provide proof of such insurance to the Licensor prior to Commencement Date and in any event prior to any access by Licensee to the Lands and Buildings or the commencement of any construction, which such insurance shall require that the Licensor be notified, in writing, that a policy will be cancelled at least thirty (30) days prior to such cancellation. Licensee shall provide Licensor thirty (30) days prior notice of any reduction in the required insurance limits or in the types of required coverages, as contemplated in this Section 10. 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) and acceptable to the Licenser, acting reasonably.

11. RELEASE BY LICENSEE

In no event will the Licenser be liable to the Licensee and the Licensee releases the Licenser 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 license 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) any claims by tenants and other occupants of or visitors to the Building related to the Services or the Licensee's Equipment howsoever resulting or caused, except to the extent caused by the gross negligence of the Licenser and others over whom it is responsible at law;
- (f) the inadequacy of any utility service, or the loss of or the failure to provide any utility service causing property damage or personal injury. The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or
- (g) 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, it being acknowledged that the Licenser, in requiring the Licensee to maintain property insurance, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licenser or Released Licenser Persons.

This release extends to any acts or omissions of the Licensors including any acts or omissions arising from the negligence of the Licensors. Licensors will only be responsible for any grossly negligent or wrongful wilful acts or omissions of the Licensors.

12. INTENTIONALLY DELETED

13. LIENS - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) The Licensee shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the Licensee. The Licensee shall also indemnify, hold harmless and defend the Licensors and Owner(s) and the Released Licensors Persons against any such liens, including the reasonable fees of the Licensors's solicitors. The provisions of this Section shall survive termination of this Agreement. All such liens shall be removed within five (5) Business Days of notice to the Licensee to do so. The Licensors may, at the cost of the Licensee, pay money into court to obtain removal of a lien if the Licensee fails to do so, as required, and the Licensee will pay the cost to the Licensors including the amount paid into Court plus an administration fee equal to fifteen percent (15%) of the amount.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensors, it will be deemed to include the Released Licensors Persons. The Licensors acts as agent or trustee for the benefit of the Released Licensors Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

14. CONSEQUENTIAL DAMAGES

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

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensors reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensors 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 not prohibited by the CRTC.

16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND

EQUIPMENT BY THE LICENSEE

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensors which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensors, to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensors to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensors incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of Bell Canada, an assignment in respect of which the Licensors' consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensors those reasonable particulars which the Licensors requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensors 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 Licensors provides a release in writing to the Licensee.
- (c) Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without the Licensors' prior written consent.
- (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 provided that at the time of such assignment an Event of Default has not occurred and is continuing. However, this permission does not imply or allow the inference that the Licensors waives, or is willing to forbear from the exercise of, its rights and remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

17. HAZARDOUS MATERIALS

The Licensee shall not install, bring upon, or use any Hazardous Substance into or on the Building except telecommunications equipment batteries in a manner and in quantities as necessary for the ordinary performance of Licensee's business in the Building, and provided that any such use is in compliance with all applicable laws. The Licensee shall indemnify and hold the Released Licensors Persons and any party the Licensors is responsible for at law, harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any

Hazardous Substance brought into or on the Lands or Building by the Licensee, including any and all costs incurred in remedying such breach.

18. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
 - (i) the Licensee defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Licensor and such default continues for more than Five (5) Business Days, after written notification of such default by the Licensor to the Licensee;
 - (ii) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;
 - (iii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
 - (iv) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding or proceedings under the Companies' Creditors Arrangement Act (Canada) 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, monitor, receiver, receiver and manager, liquidator or similar official of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority or other person for the dissolution, winding up or liquidation of the Licensee;
 - (v) the appointment of a receiver, receiver and manager, or any other representative in connection with any default by the Licensee under any loan or debt obligation;
 - (vi) the ceasing of the Licensee to carry on business in the ordinary course; and
 - (vii) if the Licensee shall default in the observance or performance of any of the Licensee's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.

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

19. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensors has been acquired by the Licensors, and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licensors' sole option, (i) be removed and stored by the Licensors at the Licensee's expense (and the Licensee will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Licensors 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 hereunder by reason of the removal of the Licensee's Equipment and other equipment or property, 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 original placement, installment, operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensors may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensors of all costs and expenses incurred in such repair or refinishing and will pay to the Licensors an administration fee equal to fifteen percent (15%) of the cost. The Licensee will provide to the Licensors upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

20. LICENSOR'S ALTERATIONS

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

of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

21. NOTICES

Any demand, notice or other communication to be made 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.

22. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

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

23. LICENSE ONLY

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

24. LIMITATION OF LIABILITY

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

25. SPECIFIC TERMINATION RIGHTS

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

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

- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;
- (d) where the Licenser wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Licenser's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee's Services in the Building;
- (f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licenser from time to time, within ten (10) Business Days of the Licenser's written request in each case, at no cost to the Licenser, 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 Licenser for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Licenser reasonably requests pertaining to this Agreement or Building.

27. INTENTIONALLY DELETED

28. SEVERAL OBLIGATIONS - NON-RECOURSE

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

29. ENTIRE AGREEMENT

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

30. LICENSEE'S REPRESENTATION

The Licensee represents to the Licenser and acknowledges that the Licenser relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Licensee's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Licensee's

Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Licensee or the customers of telecommunication service providers that lease local loops from the Licensee to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

31. FORCE MAJEURE

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

32. IMPLIED WAIVERS

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

33. SEVERABILITY

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

34. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated.

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

FIRST CAPITAL (WESTNEY HEIGHTS) CORPORATION

Per: _____ (Licenser)
 Na _____
 Title: SR. VICE PRESIDENT

Per: _____
 Name: _____
 Title: _____

I/We have authority to bind the corporation

BELL CANADA

Per: _____ (Licensee)
 Title: Director, Strategic Asset Management

Per: _____
 Name: _____
 Title: _____

I/We have authority to bind the corporation

SCHEDULE "B"

COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

(if applicable)

SCHEDULE "C"

CONNECTING EQUIPMENT PLANS AND DESCRIPTION

(if applicable)

SCHEDULE "D"

**DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES**

(if applicable)

EXHIBIT "I"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

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