

INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 19 day of January, 2007 between BROOKFIELD PROPERTIES CORPORATION as the Licensor and BELL CANADA as the Licensee.

The information is as follows:

Building: The building municipally known as Fifth Avenue Place, 420 - 2nd. Street S.W., in the City of Calgary, and the Province of Alberta.

Floor Area of Deemed Area: Area "A" - PoP deemed as 153 square feet.
Area "B" - PoP deemed as 80 square feet

Commencement Date: the first day of December 2006

License Fee: Area "A" - the annual sum of Five Thousand Three Hundred and Fifty-Five dollars (\$5,355.00) calculated based on the annual rate of Thirty-Five dollars (\$35.00) per square foot of the floor area of the Deemed Area.

Area "B" - the annual sum of Two Thousand Eight Hundred dollars (\$2,800.00) calculated based on the annual rate of Thirty-Five dollars (\$35.00) per square foot of the floor area of the Deemed Area.

The exact measurement of the Deemed Areas may be verified by an architect or surveyor employed by the Licensor for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made at the next anniversary of the Commencement Date.

Hydro Rates: Area "A" - \$ 600.00 plus GST paid annually in advance. *See Clause 6, "Electrical Utilities".
Area "B" - \$ 600.00 plus GST paid annually in advance. *See Clause 6, "Electrical Utilities"

Notices: Licensor
Brookfield Properties Management Corporation
Suite 1700, 335 - 8th. Ave. SW
Calgary, AB T2P 1C9
Attention: Legal Department
Fax: (403) 770-7030

With a copy to:
Brookfield Properties
Suite 800, 335 - 8th. Ave. SW
Calgary, AB T2P 1C9
Attention: Mgr. Technical Services
Jeff Moldon
Ph: (403) 770-7113
Fax: (403) 770-7030

Licensee
Nexacor Realty Management Inc.
87 Ontario Street, 2nd. Floor
Montreal, Quebec H2X 1Y8
Attention: Lease Administration
Fax: (514) 840-8404

With a copy to:
BELL CANADA
Suite 2100, 111 - 5th. Avenue SW
Calgary, Alberta T2P 3Y6
Attention: Senior Legal Counsel
Fax: (403) 410-4019

Prime Rate Reference Bank: The Toronto Dominion Bank.

Renewal Term: Three (3) periods of Five (5) years each

Term: The period starting on the Commencement Date, and ending on the 30 Day of November 2011

Brookfield Properties

Brookfield Properties Corporation
Canadian Commercial Operations
BCE Place, 181 Bay Street
Suite 330, P.O. Box 770
Toronto, ON M5J 2T3

Tel (416) 369-2300
Fax (416) 369-2301
www.brookfieldproperties.com

June 22, 2006

Mr. Marc J. Barnes, M.A.
Regional Manager - Building Access
Bell Canada
Room 701
78 O'Connor Street
Ottawa, ON K1P 5M7

Dear Marc;

Re: Proposal to enter into Telecommunication Agreements for Point of Presence Rooms (POP & POP's) and Main Telephone Rooms (MTR or MTR's) between Group Telecom, Bell West and Bell Canada (collectively, the "Licensee") and Brookfield Properties (Licensor)

We are prepared to amend all existing License Agreements and enter into new License Agreements for the properties listed on Schedules "A" and "B", herein attached based on the below noted terms and conditions.

1. License Fees

The License Fees (Fees) shall be calculated based on the square footage of the POP's and MTR's currently occupied multiplied by the established per square foot gross rental rates for each property.

Refer to the attached Schedule "A" and "B" for further details on the proposed gross rental rates and applicable square footage of each POP and MTR. The Fees will be paid annually in advance, along with other applicable fees.

2. Renewal Option

The Licensee shall have three (3) five (5) year renewal option periods. 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 either the Licensor or the Licensee gives the other party at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of that party's intention not to renew.

Each Renewal Term will be governed by the same terms and conditions set out herein except for the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.

3. Commencement Dates

The commencement date for all MTR's shall be June 1, 2006. The commencement date for all POP's shall be the 1st day following when the Fees for the existing License Agreements have been paid up to.

4. Square Footage of POP's and MTR's

The square footages of the POP listed on the attached Schedule "A" and "B" are subject to adjustment based on actual measurements. The Licensee and Licensor agree that the square footages of the MTR's are subject to deduction based on the area occupied (Deemed Area) by the Licensee. No deductions will be applicable for any POP rooms. The parties agree that the deemed area of all MTR's & POP's occupied by Licensee is not less than 50 square feet.

The Licensee agrees to measure all POP's and MTR's and to provide the Licensor with drawings that detail all measurements and any deductions to derive the Deemed Area for the MTR's.

5. Riser Management

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, the Licensee will not be responsible for any Riser Manager costs, however if the Licensor employs a third party to install In-Building Wire on behalf of the Licensee, the Licensee will be responsible for the actual costs plus fifteen (15%) related to such In-Building Wiring requested by the Licensee.

7. Consolidation

The Licensee shall have the sole option to terminate any existing License Agreement, as denoted on Schedule "A" as a result of consolidating space within these properties. The Licensee must provide a minimum ninety (90) days prior written notice and must provide vacant possession and make good the space within the earlier of the next anniversary date of the License Agreement or within 90 days. Any prepaid Fees will not be re-imbursed to the Licensee as a result of this termination provision.

8. Recoverable Costs

The Licensee agrees to pay the following additional or recoverable costs as follows:

- (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). In the event the Licensor is able to rely only on its base building personnel for the review of the Plans and Specifications and monitoring as set out Section 7(a), then the Licensee shall be responsible for the Licensor's administrative charge of three fifty hundred fifty dollars (\$350.00) plus Goods and Services Tax.

9. 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 within thirty (30) days upon receipt of invoice. Alternatively, either party may install a meter at its own cost and in that case the Licensee will pay for electricity consumption based on the meter reading plus an administration fee of fifteen percent (15%).

30th
This proposal is open for acceptance until 12:00 noon on Friday, June 28, 2006. Should the Licensee not sign and return a copy of this proposal by such date and time, then this proposal shall be null and void and no longer in force or effect.

Please sign in the space provided as acceptance of this proposal and return to my attention by the date and time stipulated above. Both parties agree to work together to finalize the template agreement within thirty (30) days or sooner upon acceptance of this proposal.

The parties agree and understand that the attached Schedules "A" & "B" are subject to change to incorporate the actual area measurements, commencement dates for each agreement and the actual properties that Group Telecom and Bell West are located.

Sincerely,

Brookfield Properties Management Corporation

Vice President, Operations and Technical Services

Accepted By:

Per:

S.

ASSOC. DIRECTOR ASSET MANAGEMENT.

Date: THURS. JUN. 29. 2006 11:05am.

Brookfield Properties



Bel Canada/Bell West
License Fees

Properties	Address	City	Type	Commencement Date	Drawing Date	Schedule "B"	
						Actual Area SF	Year One Fees
Eastern Region							
BCE Place Bay Wellington Tower	181 Bay Street	Toronto	POP	December 1, 2006	March 3, 2004	247.19	\$ 35.00 \$ 8,750.00
	181 Bay Street		MTR	December 1, 2006	March 3, 2004	521.00	\$ 35.00 \$ 20,650.00
	TD Canada Trust Tower (1)		MTR	December 1, 2006	March 3, 2004	638.00	\$ 35.00 \$ 22,400.00
	22 Front		MTR	December 1, 2006	March 30, 2004	389.50	\$ 25.00 \$ 5,000.00
Exchange Tower	130 King Street West	Toronto	POP	December 1, 2006	July 7, 2006	205.00	\$ 35.00 \$ 7,175.00
			MTR	December 1, 2006	March 3, 2004	761.50	\$ 36.00 \$ 26,800.00
Atrium on Bay	20 Dundas Street West	Toronto	MTR	December 1, 2006	April 15, 2004	471.20	\$ 30.00 \$ 11,400.00
Hudson's Bay Centre	2 Bloor Street East	Toronto	MTR	December 1, 2006	March 30, 2004	198.44	\$ 25.00 \$ 5,000.00
Queen's Quay Terminal	207 Queen's Quay West	Toronto	MTR	December 1, 2006	March 30, 2004	43.70	\$ 25.00 \$ 1,250.00
2 Queen Street East	2 Queen Street East	Toronto	MTR	December 1, 2006	June 8, 2006	520.74	\$ 25.00 \$ 3,750.00
Yonge Richmond Centre	151 Yonge Street	Toronto	MTR	December 1, 2006	June 8, 2006	291.60	\$ 25.00 \$ 2,250.00
HSBC Building	70 York Street	Toronto	MTR	December 1, 2006	March 30, 2004	94.40	\$ 25.00 \$ 3,250.00
Lombard Place	105 Adelaide Street West	Toronto	MTR	December 1, 2006	March 30, 2004	173.70	\$ 25.00 \$ 1,750.00
2 St. Clair Avenue West	2 St. Clair Avenue West	Toronto	MTR	December 1, 2006	June 8, 2006	135.50	\$ 25.00 \$ 1,875.00
40 St. Clair Avenue West	40 St. Clair Avenue West	Toronto	MTR	December 1, 2006	June 8, 2006	83.50	\$ 25.00 \$ 2,500.00
18 King Street	18 King Street East	Toronto	MTR	December 1, 2006	June 8, 2006	198.50	\$ 25.00 \$ 37,100.00
First Canadian Place	100 King Street West	Toronto	MTR	December 1, 2006	June 20, 2006	1,060.80	\$ 25.00 \$ 1,500.00
Acres House	4342 Queen Street	Niagara Falls	MTR	December 1, 2006	July 5, 2006	170.00	\$ 25.00 \$ 29,325.00
Place de Ville	320 Queen St. - Room 117a (1)	Ottawa	MTR	May 1, 2008	May 27, 1993	1,173.00	\$ 25.00 \$ 10,550.00
	320 Queen St. - Room 117b (1)		MTR	May 1, 2008	May 27, 1993	422.00	\$ 25.00 \$ 6,325.00
	320 Queen St. - Room 104a		MTR	December 1, 2006	October 17, 2006	253.00	\$ 25.00 \$ 4,500.00
	320 Queen St. - Concourse		MTR	December 1, 2006	June 15, 2006	221.80	\$ 25.00 \$ 4,375.00
Jean Edmonds Tower	300 Slater Street	Ottawa	MTR	December 1, 2006	June 15, 2006	190.30	\$ 25.00 \$ 3,250.00
Walkley Road	356 Laurier St	Ottawa	MTR	December 1, 2006	June 15, 2006	144.20	\$ 25.00 \$ 224,275.00
						8,704.47	\$ 224,275.00

Notes

(1) Room 117 a & b are currently under an old agreement that expires on April 28, 2008 at the rate of \$24.43.

Brookfield Properties



Bell Canada/Bell West

License Fees

Properties	Address	City	Type	Commencement Date	Drawing Date	Actual Area SF	Deemed Area SF	Rental Rate	Schedule 'B'	
									Year	One
										Fees
Western Region										
Bankers Hall	855-2nd Street S.W.	Calgary	POP	July 1, 2003	September 1, 2005	144.00	144.00	\$ 35.00	\$	5,040.00
Petro-Canada Centre	111-5th Avenue S.W.	Calgary	POP	December 1, 2006	January 4, 2000	123.00	123.00	\$ 35.00	\$	4,305.00
Fifth Avenue Place	420-2nd Street S.W.	Calgary	POP	December 1, 2006	March 1, 2000	152.67	153.00	\$ 35.00	\$	5,355.00
Gulf Canada Square	401-5th Avenue S.W.	Calgary	POP	December 1, 2006	March 1, 2000	123.40	123.00	\$ 30.00	\$	3,690.00
Altius Centre	500-4th Avenue S.W.	Calgary	POP	December 1, 2006	December 21, 2000	210.18	210.00	\$ 25.00	\$	5,250.00
Enbridge Tower	10201 Jasper Avenue	Edmonton	POP	December 1, 2006	June 3, 2008	144.00	144.00	\$ 25.00	\$	3,600.00
Canadian Western Bank Place	10303 Jasper Avenue	Edmonton	POP	December 1, 2006	No Date on Drawing	270.00	270.00	\$ 25.00	\$	6,750.00
Royal Centre	1055 West Georgian Street	Vancouver	POP	July 1, 2003	June 27, 2006	202.00	165.00	\$ 25.00	\$	4,125.00
						1359.25	1332.00		\$	38,115.00

Brookfield Properties Management Corporation

Richard Pike, Vice-President, Operations and Technical Services

December 1, 2006

Date Approved

Bell Canada

Marc J. Barnes

December 1, 2006

Date Approved

Brookfield Properties



GT
License Fees
Schedule "A"

Properties	Address	City	Type	Commencement Date	Drawing Date	Actual Area SF	Deemed Area SF	Rental Rate	Year One Fees
<u>Western Region</u>									
Bankers Hall	855-2nd Street S.W.	Calgary	POP	December 1, 2006	September 1, 2005	104.00	104.00	\$ 35.00	\$ 3,640.00
Petro-Canada Centre	111-5th Avenue S.W.	Calgary	POP	December 1, 2006	June 26, 2006	164.00	164.00	\$ 35.00	\$ 5,740.00
Fifth Avenue Place	420-2nd Street S.W.	Calgary	POP	December 1, 2006	June 26, 2006	80.00	80.00	\$ 35.00	\$ 2,800.00
Gulf Canada Square	401-9th Avenue S.W.	Calgary	POP	December 1, 2006	No Date on Drawing	85.00	85.00	\$ 30.00	\$ 2,550.00
Altius Centre (1)	500-4th Avenue S.W.	Calgary	POP	July 1, 2007	February 18, 2000	80.00	80.00	\$ 25.00	\$ 2,000.00
Enbridge Tower	10201 Jasper Avenue	Edmonton	POP	December 1, 2006		Not in the building		\$ 25.00	\$ -
Canadian Western Bank Place	10303 Jasper Avenue	Edmonton	POP	December 1, 2006	No Date on Drawing	108.00	108.00	\$ 25.00	\$ 2,700.00
Royal Centre	1055 West Georgian Street	Vancouver	POP	December 1, 2006	June 27, 2006	202.00	165.00	\$ 25.00	\$ 4,125.00
						823.00	786.00		\$23,555.00

Brookfield Properties Management Corporation

[Signature]
Richard Pike, Vice-President, Operations and Technical Services

December 1, 2006
Date Approved

Bell Canada

[Signature]
Marc J. Barnes

December 1, 2006
Date Approved



A Bell Canada COMPANY

Via fax 403-770-2370

January 7, 2005

Gespa CDPQ Inc.
c/o Brookfield Management Services Ltd.
101-420 2 ST SW
Calgary AB T2P 3K4

Attention: Property Management

Re: Request to Extend/Renew Telecom Agreement between Gespa CDPQ Inc. ("Landlord") and GT GROUP TELECOM SERVICES CORP. ("Tenant") for building located at 237 4 AVE SW & 425 1 AVE SW, CALGARY – LOCATION CODE: 02001.034

Please be advised that this letter serves as formal written request of our intent to extend/renew the subject agreement for a further 2 year period commencing March 1, 2005 with the same terms and conditions except the Fee which shall be re-negotiated based on fair market value of similar space in similar buildings.

Please acknowledge your agreement by signing and executing this letter and returning one fully executed copy back to my attention via fax or courier. Should you have any questions or concerns please do not hesitate to contact me at your earliest convenience.

Yours truly,
GT Group Telecom

A handwritten signature in dark ink, appearing to read "Jim Tsaknis", written over a faint horizontal line.

Jim Tsaknis
Associate Director, National Facilities

cc: Joey Sayantharajah

Agreed and acknowledged on the _____ day of _____, 2005.

Gespa CDPQ Inc.

A.S.O.

Via fax 403-770-2360 and mail

December 27, 2004

Gespa CDPQ Inc.
c/o Brookfield Management Services Ltd.
101-420 2 ST SW
Calgary AB T2P 3K4

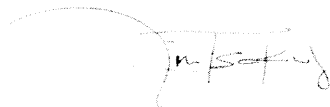
Attention: Property Management

Re: Request to Extend/Renew Telecom Agreement between Gespa CDPQ Inc. ("Landlord") and GT GROUP TELECOM SERVICES CORP. ("Tenant") for building located at 237 4 AVE SW & 425 1 AVE SW, CALGARY – LOCATION CODE: 02001.034

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Please acknowledge your agreement by signing and executing this letter and returning one fully executed copy back to my attention via fax or courier. Should you have any questions or concerns please do not hesitate to contact me at your earliest convenience.

Yours truly,
GT Group Telecom



Jim Tsaknis
Associate Director, National Facilities

cc: Joey Sayantharajah

Agreed and acknowledged on the _____ day of _____, 2005.

Gespa CDPQ Inc.

A.S.O.

02001.034
GT 5059
LS 519321

CONSENT TO CHANGE OF CONTROL, SALE OF ASSETS AND AMALGAMATION

THIS AGREEMENT dated as of **December 2, 2004**

BETWEEN:

GROUP TELECOM, a division of:
THE BELL TELEPHONE COMPANY OF CANADA
or **BELL CANADA/LA COMPAGNIE DE TÉLÉPHONE BELL DU CANADA**
ou **BELL CANADA**, the amalgamated corporation of
BELL CANADA and GT GROUP TELECOM SERVICES CORP.
and
LONDONCONNECT INC.
(hereinafter jointly and severally called the "Licensee")

- and -

1023803 ALBERTA LTD., as to an undivided 50% interest, and
FIFTH AVENUE PLACE (CALGARY) LTD., as to an undivided 50% interest,
(hereinafter severally called the "Owners")

WHEREAS:

- A.** By a license agreement dated May 11, 2000 (the "License"), Brookfield Management Services Ltd., as agent of Fifth Avenue Place Ltd. ("FAPL"), as to an undivided 80% interest, and 857800 Alberta Ltd. ("857"), as of and undivided 20% interest, did licence to GT Group Telecom Services Corp. ("GTSC") certain rights and privileges more particularly set out in the License including, without limitation, the license to use a portion of the commercial real estate complex in Calgary, Alberta commonly known as Fifth Avenue Place and municipally addressed as 237 – 4th Avenue SW and 425 – 1st Street SW, Calgary, Alberta (the "Building") as a point of presence area (the "POP Area") located on the P2 Level of the Building for a term (the "Term") commencing on March 1, 2000 and ending on February 28, 2005; and
- B.** On September 20, 2000, FAPL was dissolved and all of FAPL's assets were transferred to its parent corporation, BPO Properties Ltd., then known as Gentra Inc. ("BPO"); and
- C.** As of October 31, 2000, 857 acquired BPO's undivided 80% interest in the License and the Building; and
- D.** On November 9, 2000, 2001, 857 changed its name to Fifth Avenue Place (Calgary) Ltd.; and
- E.** As of July 20, 2001, 735832 Alberta Ltd. ("735") acquired an undivided 50% interest in the License and the Building; and
- F.** On June 26, 2002, a court order (the "CCAA Order") in respect of GTSC, among other persons, was granted under the *Companies' Creditor Arrangement Act* (Canada); and

G. Pursuant to the CCAA Order, GTSC prepared and presented to GTSC's creditors a Plan of Arrangement and Reorganization dated November 20, 2002 and amended on December 23, 2002 (the "Plan") which Plan was voted on and approved by all classes of creditors of GTSC and, on December 23, 2002, a court order was granted by the Ontario Superior Court of Justice (the "Implementation Order") approving the Plan and directing GTSC to implement the Plan; and

H. Pursuant to the Plan and the Implementation Order, on February 4, 2003, the GTSC assigned to itself and to LondonConnect Inc. ("LCI"), on a joint and several basis, the residue of the Term of the License and GTSC's interest in and to the POP Area and the License; and

I. Effective as of July 1, 2004, 1023803 Alberta Ltd. acquired all of 735's undivided 50% interest in the License and the Building; and

J. GTSC and LCI have notified the Owner that GTSC and LCI intend to enter into transactions (the "Bell Change of Control") whereby all of the issued and outstanding shares of GTSC and LCI will be transferred to Bell Canada, Industry Canada Corporation No. 415606-4; and

K. On November 19, 2004, the Bell Change of Control occurred and Bell Canada acquired all of the issued and outstanding shares of GTSC and LCI; and

L. On November 29, 2004, LCI transferred all of its assets to Bell Canada (the "LCI Asset Transfer"); and

M. On December 1, 2004, GTSC amalgamated with Bell Canada (the "GTSC Amalgamation") to form The Bell Telephone Company of Canada or Bell Canada/La Compagnie de Téléphone Bell du Canada ou Bell Canada, Industry Canada Corporation No. 427415-6; and

N. In this Agreement, the Bell Change in Control, the LCI Asset Transfer and the GTSC Amalgamation are collectively referred to as the "Bell Transactions"; and

O. Pursuant to the License, some or all of the Bell Transactions constitute a Transfer which requires the prior written consent of the Owners; and

P. In accordance with the License, some or all of the Licensee, LCI, GTSC or Bell Canada has requested that the Owners consent to the Bell Transactions and to any Transfer constituted thereby.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants, terms and conditions herein contained and ten dollars (\$10.00) paid by each party hereto to the other (receipt and sufficiency of such consideration is hereby expressly acknowledged) the parties hereto covenant and agree to and with one another as follows:

1. The Owners hereby consent to:

- (a) the Bell Change of Control, such consent to be effective as of November 19, 2004; and
- (b) the LCI Asset Transfer, such consent to be effective as of November 29, 2004; and

- (c) the GTSC Amalgamation, such consent to be effective as of December 1, 2004.
2. Each and both of the persons comprising the Licensee hereby covenants and agrees with the Owners that notwithstanding the Owners' consent to the Bell Transactions, each and both of the persons comprising the Licensee shall be, and shall continue to be, bound by and liable to pay all fees and other monies reserved to the Owners by the License on a joint and several basis (regardless of when during the Term of the License, excluding any period prior to the granting of the CCAA Order, such fees and monies became or become payable by the Licensee) and for the observance and due performance of all the terms, covenants, provisos and conditions on the part of the Licensee on a joint and several basis (regardless of when during the Term of the License, excluding any period prior to the granting of the CCAA Order, the Licensee became or becomes obligated to observe and perform such terms, covenants, provisos and conditions), as set forth in the License.
 3. The entering into this Agreement by the Owners or the granting of the Owners' consent to GTSC, Bell Canada and LCI entering into the Bell Transactions as herein provided does not in any way derogate from the rights of the Owners under the License nor operate to release any person or persons comprising the Licensee, including, without limitation, LCI and Bell Canada, the amalgamated corporation of Bell Canada and GT Group Telecom Services Corp., from its, each of their or, their joint and several obligations to pay all of the fees and any other monies from time to time becoming due (or which have become due, excluding any period prior to the granting of the CCAA Order) under the License or from the joint and several observance and performance of all the terms, covenants and conditions contained in the License on the part of the Licensee therein to be observed and performed and, notwithstanding the provisions of any agreements, documents or other instruments whatsoever pertaining to the Bell Transaction or any disaffirmance or disclaimer contained therein, any and all persons from time to time comprising the Licensee, including, without limitation, LCI and Bell Canada, the amalgamated corporation of Bell Canada and GT Group Telecom Services Corp., shall continue to remain jointly and severally liable for the observance and performance of all the terms, covenants and conditions contained in the License during the balance of the Term of the License and any renewals or extensions thereof.
 4. The entering into this Agreement by the Owners or the granting of the Owners' consent to GTSC, Bell Canada and LCI entering into the Bell Transactions or the granting of the Owners' consent to the Bell Transactions as herein provided is without prejudice to and does not constitute a waiver or modification of any or all of the Owners' rights granted by the License, in equity or at law and does not constitute a waiver of the requirement for the obtaining of the Owners' prior written consent to any further Transfer or to any further change of control of the Licensee or any person comprising the Licensee, sublicensing of the POP Area by the Licensee, any assignment of the Licensee's interest in the License or the assignment of the interest of any person comprising the Licensee in the License or to any encumbrance or transfer of any kind whatsoever of the interest of any person comprising the Licensee in the POP Area or any encumbrance or transfer of any kind whatsoever of the Licensee's interest in the POP Area the License and does not constitute a waiver of the requirement for the obtaining of the Owners' prior written consent to any other Transfer, any or all of which transactions shall be subject to and must be completed in accordance with the provisions of the License. Each and both of the persons comprising the Licensee hereby acknowledge and agree that all terms, conditions and restrictions relating to assigning, encumbering, sublicensing, change of control, Transfers and the other transactions contemplated by in Section 19 of the License shall remain in full force and effect.
 5. The Owners have entered into this Agreement under the express agreement and understanding that each and both of the persons comprising the Licensee shall be jointly and severally responsible for and

shall save the Owners harmless from and against any and all costs, fees, disbursements and other expenses including, without limitation, legal fees and disbursements on a solicitor and his own client basis, incurred by the Owners with regard to the Licensee's, GTSC's, Bell Canada's or LCI's request for the Owners' consent to the Bell Transactions, the preparation of this Agreement or the review or preparation of any additional documentation related to the Licensee's, GTSC's, Bell Canada's, LCI's or any or all of their request for the Owners' consent to the Bell Transactions, whether such costs are externally disbursed or internally incurred, provided that such costs, fees, disbursements and other expenses shall not exceed five hundred dollars (\$500.00) plus applicable sales taxes and the goods and services tax.

6. The terms "Owners", "Licensee", and the pronouns relating thereto, where used herein shall, where the context makes it possible, include the heirs, executors, administrators, successors and the assigns of the parties hereto, and shall include the feminine and plural and the body corporate where the context or the party or parties hereto so require and, where there is more than one person comprising the Licensee, all covenants shall be deemed joint and several as between such persons. The term "Agreement" where it appears herein refers to and means this Consent to Change of Control, Sale of Assets and Amalgamation Agreement. The terms "herein", "hereof", "hereunder" and like terms where they appear in this Agreement refer to this Agreement. Unless otherwise defined by this Agreement or the context otherwise dictates, the capitalized terms herein shall adopt the meanings ascribed to them in the License. The preamble hereto shall form an integral part hereof.
7. This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein, without giving effect to choice of law principles established or enacted in accordance with such laws, and shall be deemed to be an Alberta contract for all purposes. Time shall be of the essence of these presents. The selection or use of any bold, italicized, underlined or coloured print in this Agreement shall not be construed to have any particular meaning or to raise any presumption, construction or implication.
8. This Agreement and the terms and provisions hereof shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, permitted successors and permitted assigns, subject however, to compliance by the Licensee with the provisions of the License in respect of any Transfer contemplated therein.
9. In all respects, the terms and conditions of the License are hereby ratified and confirmed.

END OF TEXT ON THIS PAGE.

10. This Agreement may be executed in any number of counterparts and delivered by facsimile transmission or e-mail and all of such counterparts taken together shall be deemed to constitute one and the same instrument dated as of the day and year first above written.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as of the day and year first above written.

LICENSEE:

**THE BELL TELEPHONE COMPANY OF
CANADA or BELL CANADA/LA COMPAGNIE
DE TÉLÉPHONE BELL DU CANADA ou BELL
CANADA**

Per: _____

Title: *COO, Group Telecom*

Per: _____

Name: _____

Title: _____

LONDONCONNECT INC.

Per: _____

Title: *COO*

/s

Per: _____

Name: _____

Title: _____

OWNERS:

**1023803 ALBERTA LTD., AND
FIFTH AVENUE PLACE (CALGARY) LTD.,
by their agent and manager:
BROOKFIELD PROPERTIES LTD.**

Per: _____

[Signature]
Ian Parker c/s
Vice President Asset Management

Per: _____

[Signature]
D. Cameron Black
Vice President, Legal Counsel
Western Office

March 16, 2004

Ref. No.: 02001.034

Patti Buskas
VP & GM
Fifth Avenue Place Ltd. and 735832 Alberta Ltd.
c/o Brookfield Management Services Ltd.
101- 420 2 ST SW
Calgary, AB
T2P 3K4

Dear Patti Buskas,

Re: Rental Payments for GT Group Telecom Services Corp. / LondonConnect Inc. ("GT") – License Agreement dated May 11, 2000 ("Agreement") for POP Space at 425 1 ST SW & 237 4 AVE SW, CALGARY, AB.

Due to recent changes in our business practices, GT requests that the payment terms as specified in section 3. of the Agreement be amended to monthly payments. The amendment would result in twelve (12) equal monthly payments being made to the landlord as opposed to one single annual payment. Please note that the annual rental amount will remain as contracted and that the rental cheque representing the month of March 2004 will reflect this change. Subsequent monthly cheques will follow payable in advance on the 1st of every month thereafter.

Should you have any questions or concerns please do not hesitate to contact me directly at (416) 848-2076. Otherwise we would appreciate your acknowledgement of our request to this amendment by signing below and forwarding a fax copy back to our attention. Our fax number is (416) 848-5325.

Thanking you in advance for your co-operation.

Yours truly,

Director, National Facilities

ACCEPTANCE

The undersigned, Fifth Avenue Place Ltd. and 735832 Alberta Ltd., hereby accepts the above proposal to Amend the Agreement upon the Terms and conditions stated herein.

Dated at _____ this _____ day of _____, 2004.

Fifth Avenue Place Ltd. and 735832 Alberta Ltd..

By: _____
Having authority to bind the Corporation
Name:
Title:

Facilities Department
7111 Syntex Drive, Mississauga, Ontario L5N 8C3
Phone: 416-848-2000
Fax: 416-848-5325
Email: nationalfacilities@360.net

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 11 day of May, 2000

BROOKFIELD MANAGEMENT SERVICES LTD.
as Agent for **Fifth Avenue Place Ltd. and 857800 Alberta Ltd.**
(hereinafter called the "Licensor")

- and -

GT GROUP TELECOM SERVICES CORP.
(hereinafter called the "Licensee")

WHEREAS the Licensor is the owner of certain lands and buildings municipally known as **237 – 4th Avenue SW and 425 – 1st Street SW (Fifth Avenue Place)** (the "Building") and more particularly described in Schedule A attached hereto;

AND WHEREAS the Licensee has requested the Licensor's permission to construct, install, operate, maintain, repair, service, upgrade and modify (collectively "Install and Maintain") at various locations in the Building, subject to availability, certain Equipment as defined below, being fibre optic cable and related materials for the provision of telecommunication services described herein and as more particularly shown on the Approved Plans for the Building (the "Services");

AND WHEREAS the Licensee has further requested the use of a part of the Building, subject to availability of space, for a Point of Presence Area (the "POP Area") as more particularly shown on the Approved Plans to Install and Maintain the Equipment;

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

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

1. DEFINITIONS

In this License:

- (a) "Approved Plans" means the Plans and Specifications to be approved by the Licensor prior to installation in accordance with Section 4 below;
- (b) "Cables" means fibre optic cables encased in EMT conduit or otherwise, such cable (or conduit) shall not exceed 2 ½ inches in diameter and/or copper cables and co-axial cables and related equipment located within the Building connecting the Equipment from the termination or connection point within the POP Area to outside the demised premises of the Licensee's customers.
- (c) "Equipment" means all equipment owned and installed by the Licensee in accordance with the Approved Plans located within the POP Area and any wireless services related thereto. For greater clarity, the expression "any wireless services related thereto" wherever it appears in this agreement, shall expressly exclude any broadcasting or receiving antennae, dishes or other similar equipment located anywhere in the interior or exterior of the Building. Any such equipment installed and operating in the Building shall be subject to a separate license agreement on the Licensor's standard form and a separate fee structure;

- (d) "License" means this License and all supplemental instruments, amendments or confirmations agreed to in writing by both parties herein and includes the Approved Plans;
- (e) "Systems" means the Equipment and Cables which includes the high-speed data network and telecommunications equipment to service tenants and other occupants located solely in the Building including without limitation fibre optic cables and related equipment and any wireless services related thereto;

2. GRANT OF LICENSE

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

- (a) To Install and Maintain the Systems and POP Area at the locations to be shown on the Approved Plans to service tenants or occupants located solely in the Building and for no other purpose;
- (b) To use the POP Area to be shown on the Approved Plans to house the Equipment. The size, location, layout and other specifications of the POP Area shall be subject to the prior written approval of the Licensors;
- (c) To connect the Equipment within the POP Area to electrical power sources within the Building and to connect to adequate grounding, including the use of the Building's ground at the Licensee's sole cost at locations approved by the Licensors in its sole discretion, acting reasonably;
- (d) Subject to the Licensors's security requirements for the Building and the quiet enjoyment of tenants and occupants of the Building, the Licensors agrees that upon prior notice it will permit the Licensee, its employees and duly authorized contractors, reasonable access to the Building (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's 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 Licensors shall use reasonable efforts to prevent any interruption or interference with all or any part of the telecommunication services provided by the Systems or the POP Area provided the Licensors shall not be liable for interruption or cessation of such services due to the failure of utilities servicing the Building;
- (e) To have reasonable access to and use of the riser closets, chases, available conduits, pedways, and above ceiling common areas, as may be approved for use by the Licensors from time to time under the provisions of Sections 4 and 5 of this Agreement;

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

The Licensors shall have the option to require the Licensee to select from the Licensors's list of approved contractors or suppliers ("Approved Contractors") to install all or part of the Cables and associated conduits located outside of the POP Area to outside the Licensee's customers designated area within their premises. The Licensee shall pay the reasonable expenses of the Licensors in reviewing the Approved Plans.

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. However, notwithstanding the foregoing or anything else herein, the Licensors agrees that the Licensee shall have the exclusive use of the designated portion of the POP Area as shown on Schedule B attached. This License shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

3. TERM AND ACCESS FEE

The term of this License (the "Term") shall be for a period of five (5) years commencing on the 1st day of March (the "Commencement Date") and terminating the 28th day of February 2005, subject to early termination in accordance with the License.

The annual access fee (the "Annual Fee") paid by the Licensee shall be the greater of:

(a) (i)

ANNUALLY	PERIOD
\$22,164	Year 1
\$22,164	Year 2
Fair Market Rate	Year 3
Fair Market Rate	Year 4
Fair Market Rate	Year 5
Fair Market Rate	Year 1, 1 st 2 year Extension Period
Fair Market Rate	Year 2, 1 st 2 year Extension Period
Fair Market Rate	Year 1, 2 nd 2 year Extension Period
Fair Market Rate	Year 2, 2 nd 2 year Extension Period

Or:

(a) (ii) Six percent (6%) of Gross Sales, for the Building (the "Percentage Fee") for each calendar quarter during the Term as described below, whichever is greater of a(i) or a(ii) above.

Within sixty (60) days after the end of each calendar quarter during the Term of this Agreement or any extension thereof, the Licensee shall pay to the Licensor the amount by which the Percentage Fee for the immediately preceding quarter exceeds the total Annual Fee previously paid to the Licensor for that quarter. Within sixty (60) days after the expiration or earlier termination of this Agreement, the Licensee shall pay to the Licensor the Percentage Fee for the portion of the quarter in which such expiration or termination occurs falling prior to such expiration or termination, exceeds the total Annual Fee previously paid to the Licensor for that period. Within sixty (60) days after the end of each calendar quarter during the Term or any extension thereof, the Licensee shall submit to the Licensor, with respect to the Building, an itemized, accurate written statement, certified by a duly authorized officer of the Licensee, setting forth the full amount of Gross Sales for the Building during such quarter.

The acceptance by the Licensor of payments of the Percentage Fee or Annual Fee shall be without prejudice, and shall in no event constitute a waiver of the Licensor's right to assert the existence of a deficiency in the payment of any such fee or to audit the Licensee's books and records relating to Gross Sales. The Licensee agrees to keep, retain and preserve at its address for notice hereunder for at least thirty-six (36) months after the expiration of each calendar year during the Term of this Agreement or any extension thereof, complete and accurate books and records in accordance with generally acceptable accounting principles to determine or verify Gross Sales for the Building. The Licensor may, from time to time during the Term of this Agreement or any extension thereof, make an audit of the books and records of the Licensee pertaining to the Gross Sales applicable to any or all Buildings. If any such audit shows a deficiency in the amount of Gross Sales reported by the Licensee that is more than three percent (3%) of the amount of Gross Sales reported by the Licensee for the period of the audit, and as a result thereof, any Annual Fee is due and owing, then (in addition to payment of any delinquent Percentage Fee) the Licensee shall pay to the Licensor, within thirty (30) days after written demand from the Licensor, the actual, reasonable costs and expenses of such audit and up to an amount equal to such Annual Fee deficiency. Except as aforesaid, any audit shall be conducted solely at the Licensor's cost and expense.

"Gross Sales", with respect to any Building, shall mean the gross amounts collected by the Licensee on account of the provision or delivery of Services to Tenants or occupants within the Building (including, but not limited to, payments for the sale, lease and upgrade of telephone equipment, but excluding installation charges and one-time, front-end, non-recurring fees that do not result in significant new orders for Services or products, but including

"moves, adds or changes," as such term is customarily used in the communications industry), whether the Licensee delivers or performs the whole or any part of the Services from the Tenant's or occupant's premises or from any other place within or outside the Building (but which Services are provided and received within the Building), and whether for cash, credit, in-kind, or other consideration. Gross Sales shall not, however, include any refundable deposits (unless and until the Licensee accounts for such deposits as accrued revenues) and any sums invoiced and collected and paid out for any sales, rental, use or excise tax or other governmental or regulatory taxes, charges or fees or rebates payable by the Licensee directly on account of the sale or rental of Services. Furthermore, there shall be deducted from Gross Sales (i) the amount of any bad debt or uncollectible credit accounts with respect to sales or rentals previously taken into account in computing Gross Sales (such deduction in any calendar year not to exceed one and one-half percent (1.5%) of the total Gross Sales for such calendar year), and (ii) credits for returned merchandise, the sale or rental of which previously had been taken into account in computing Gross Sales. Each sale upon installment or credit shall be treated as a sale for the full price in the quarter during which such sale is made irrespective of the time when the Licensee receives payment therefor. Each credit against Gross Sales for uncollected or uncollectible credit accounts or for returned merchandise shall be applied in the quarter in which such account is written off by the Licensee or such merchandise is returned; provided, however, that in the event any such account determined to be uncollectible should subsequently be collected by Licensee, any such amount so collected by the Licensee shall be deemed a part of the Gross Sales for the quarter in which such amount is collected.

Notwithstanding anything to the contrary contained herein, Percentage Rent shall not apply during the first and second year of the Term.

Notwithstanding anything to the contrary contained herein, during years 3 to 5 inclusive and each of the 1st and 2nd 2 year Extension Periods described in subparagraph 3(a)(i) above, the Licensee shall pay the Annual Fees that other telecommunication providers are generally paying in the Building for supplying competitive telecommunication services during the Term or any extension thereof. For greater clarity, the Licensee shall not be required to pay more than the rate or structure paid by any preferred telecommunication provider in the Building.

The Annual Fees 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.

This License may be extended for two extension terms of two (2) years each by mutual agreement between the parties hereto. The extension terms shall be on the same terms and conditions as this License save and except that there shall be no further extension terms and the Annual Fee for each of years 3 to 5 inclusive, and each of the years in the first and second extension terms shall be the Fair Market Rate described below.

With respect to years 3 to 5 inclusive and the first and second extension terms, the minimum Annual Fee shall be adjusted annually to reflect the then prevailing Fair Market Rate as described below, but in no event shall the minimum Annual Fee be less than the minimum Annual Fee payable in the immediate preceding year.

"Fair Market Rate" means an amount equal to the then prevailing rate and structure for similar access in comparable buildings for comparable telecommunication service located in the City where the Building is located during the immediately preceding year, or the then prevailing Annual Fee described above, whichever is greater. To initiate the Fair Market Rate discussions, the Licensee shall give the Licenser six (6) months written notice prior to the expiry of the then current year and the Fair Market Rate for the immediate next year shall be determined as mutually agreed between the Licenser and the Licensee. In the event that the Licenser and Licensee are unable to agree upon the Fair Market Rate by the date which is three (3) months prior to the expiration of the then current year, then the Fair Market Rate shall be determined by arbitration in accordance with the applicable arbitration legislation where the Building is located, prior to the expiry of the then current term. Notwithstanding the foregoing, in no event shall the Fair Market Rate be less than the highest Annual Fee paid in the immediately preceding year.

In addition to the Annual Fees, the Licensee shall pay upon demand based on yearly estimates which shall be adjusted at year end to reflect actual consumption, the following for the Building:

- (a) the cost of supplying all utilities used or consumed by the Licensee on the basis of separate meters, if available, and otherwise on the basis of an equitable allocation as determined by the Licenser, acting

reasonably. At the Licensor's request, the Licensee shall install a separate meter to monitor the supply of all utilities used or consumed by the Licensee under this License;

- (b) the cost of operating, maintaining, regulating, repairing or replacing the heating, ventilating and air-conditioning equipment servicing the Equipment or POP Area on the basis of an equitable allocation as determined by the Licensor, acting reasonably;
- (c) any multi-stage sales, use, consumption, goods and services tax, value added or business transfer taxes or any other similar taxes of whatever name imposed by any governmental authority with jurisdiction on any amounts payable under this License; and
- (d) all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the Systems and POP Area, and every tax and license fee in respect of any and every business in respect of the use or occupancy thereof by the Licensee.

4. APPROVED PLANS

The Licensee shall prior to Installing and Maintaining the Systems and use of the POP Area 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 and POP Area, 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 and POP Area from time to time to determine that same are Installed and Maintained in accordance with the Approved Plans.

5. INSTALLATION/REMOVAL

- (a) The Licensee shall Install and Maintain the Systems in a good and workmanlike manner using professional, properly attired workmen in accordance with the Approved Plans and the provisions of this License. The Systems and related materials installed in the Building and in the POP Area 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 become the absolute property of the Licensor without compensation to the Licensee.
- (b) The Licensee shall submit further Plans and Specifications showing additions, alterations, modifications, upgrades, consolidations or relocation of the Systems and POP Area (the "Alterations"). The Alterations if so approved by the Licensor shall become the Approved Plans. The Licensee shall pay the Licensor on written demand a reasonable fee for reviewing the Approved Plans and any Alterations.
- (c) The Licensee shall at its own expense Install and Maintain the Systems and POP Area 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 early termination or expiration of this License, the Licensee shall leave the portions of the Building and POP Area where the Systems are located in a neat, clean and safe condition.
- (e) Upon the expiration of the Term or any extension thereof, at the Licensor's option, the Licensor may elect to have the Cables which were installed during the Term or any extension thereof to remain in the Building for the Licensor's sole use and ownership at no costs or require the Licensee to remove all or part of the Cables as the Licensor may direct at the Licensee's sole costs. For greater clarity, the Equipment located in the POP Area shall remain the property of the Licensee and shall be removed from the Building by the Licensee at its sole costs on or prior to the expiration of the Term or any extension thereof provided the

Licensee is not in default under this Agreement. The Licensee shall repair forthwith any damages to the Building and POP Area caused by such installation and removal. At the Licensor's request, the Licensee shall deliver forthwith to the Licensor all necessary documentation related to the Equipment.

- (f) 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 POP Area, the Licensee shall do so forthwith at the expense of the Licensee.
- (g) To conserve space in areas shared with other providers, the Licensee shall not use conduit to encase Cable unless approved by the Licensor.
- (h) All Work shall be performed by the Licensee (or a contractor approved by the Licensor in writing) (i) in accordance with Licensor's Rules and Regulations applicable to the Building, (ii) performed in a workman-like manner, lien free and in accordance with all applicable Laws, (iii) if applicable, without affecting or implicating any of the building's hazardous materials programs or asbestos procedures, and (iv) in a safe manner consistent with sound construction standards and practices. Notwithstanding any other requirements, the Licensor is very concerned about safety in the Building, particularly the riser rooms and other service areas, not frequented by the public. The Licensee will provide temporary firestopping during initial construction and any subsequent alterations that might compromise the fire rating between the work area and any adjacent areas or between any floors in the Building. Under no circumstances will the Licensor tolerate poor practices by the Licensee or its contractors as it relates to Fire and Life Safety issues.

6. ESTABLISHMENT OF MINIMUM POINT OF ENTRY

- (a) The Licensee recognizes that the Licensor may desire to provide access to existing and future telecommunications service providers for tenants or occupants of each Building, and the Licensor may deem it desirable to achieve this objective by providing a central telecommunications cabling distribution system ("CDS") in the Building for use by such telecommunications services providers, including the Licensee. Accordingly, and notwithstanding anything contained in this License to the contrary, the Licensor reserves the right to install or have a third party install a CDS, including a main distributing frame ("MDF") for use by such telecommunications service providers. The MDF shall also serve as the origination point of the CDS. The tenant terminating block on each floor of the Building will serve as the terminating point of the CDS on that floor. The Licensor reserves the right to charge and the Licensee agrees to pay in addition to the Annual Fees, a reasonable administration fee or third party riser management fee. Such fees shall be paid upon receipt of written demand from the Licensor or pursuant to such other schedule as determined from time to time in writing by the Licensor, acting reasonably.
- (b) During the Term including any extension thereof, if the Licensor elects to provide or have a third party provide an MDF, the Licensee shall, at the Licensee's expense (i) relocate its existing services and demarcation point to the MDF if such a frame is installed, (ii) remove its existing cables provided existing cables are not well utilized or are occupying too much space in the Building (other than from the exterior of the Building to the MDF along such path or paths as may be designated by the Licensor, which shall thereafter be deemed the "Raceway" for purposes of this License and which may be used by other telecommunication service providers as well as the Licensee); and (iii) utilize the MDF for providing all new service to tenants and occupants in the Building once the Licensor notifies the Licensee that the MDF is ready for service. The Licensor agrees to allow the Licensee a reasonable amount of time (not to exceed 90 days) for proper planning, engineering and cutover in this regard. Cutover to the MDF will be accomplished at a time other than normal business operating hours for the Building. Upon the completion of such cutover, the Licensee shall have no further rights to use of the Equipment or POP Area or any other parts of the Building except to the extent contemplated in this Section 6.

- (c) If the Licensor elects to provide an MDF, the Licensor's sole responsibility in the event of interruption or other effects caused by malfunction, damage or destruction of the MDF shall be to repair or replace the MDF as necessary to eliminate the cause of malfunction or interruption, the cost of which shall be borne by the Licensee if the problem was caused directly or indirectly by the Licensee. (In limitation of the foregoing, the Licensor's obligation to repair or replace the MDF shall apply only to the extent necessary to reach premises in the Building that are then used by tenants or occupants after the malfunction, damage or destruction or that, if damaged or destroyed will be again used by tenants or occupants upon completion of restoration or repair thereof.) In no event shall the Licensee have any right to make any claims against the Licensor whatsoever for any damages, whether direct, indirect or consequential in any such circumstances and the Licensee's remedy shall be limited to a claim for specific performance of the Licensor's obligation to repair or replace as specified above.
- (d) If during the Term or any extension thereof, the Licensor obtains ownership or control of all or any portion of the Cables due to any change in governmental ruling described in section 22 herein or for any other reason, the Licensor or its designate otherwise takes responsibility for management and operations of all or any portion of the Cables, then the Licensor reserves the right to charge and the Licensee agrees to pay, in addition to the Annual Fees, a reasonable administration fee or third party riser management fee to manage and supervise such Cables.
- (e) If the Licensor elects to provide a CDS or a MDF, the Licensor will co-operate with the Licensee to ensure that the Licensee is not required to share the same sheath as an alternative telecommunication provider so long as the Licensee is currently providing redundant feeds with the same provider to a specific customer in the Building.
- (f) In addition, at its sole discretion, the Licensor may direct the Licensee to use the Cables owned and/or under the Licensor's control or the control of a third party. The Licensee will pay a reasonable fee for the rental of such Cables, and take full responsibility for the Cables for the duration the Licensee is using them as if the Licensee had originally installed them.

7. RISER MANAGEMENT

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

8. DARK FIBRE

If available and applicable to the Licensee, the Licensee covenants and agrees to make available at no charge, access to and use of the Cables and related materials to the Licensor or its authorized agent to the extent (i) the Cables and related materials are not currently being used by the Licensee; and (ii) the Cables are terminated at a lower or higher floor of the Building and therefore dark fibre is available from the floors above or below such terminated floors to the rooftop or subgrade level of the Building, as the case may be.

9. CONSOLIDATION

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

10. INDEMNITY/WAIVER

- (a) Save and except to the extent caused by the negligent act or omission of the Licensor, its servants, agents, officers, and employees, the Licensee hereby releases, and shall indemnify and save harmless the Licensor and each Building owner(s), 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 and POP Area 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 (including without limitation loss of information or data) and consequential injury or damages (including, without limitation, loss of business income or profits) resulting from the installation, operation, maintenance or removal of the Systems and POP Area by the Licensee, its servants, agents, officers, employees or contractors or others for whom it is in law responsible.
- (b) The Licensor, the Building owner(s), and their respective servants, agents, officers, 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, including the POP Area; or
 - (ii) any bodily injury, death, damages for personal discomfort or illness, or consequential injury or damage (including, without limitation loss of business income or profits) sustained by the Licensee or any customer of the Licensee or any of their respective servants, agents, officers, 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;
- whether or not caused by the act, omission or negligence of the Licensor, the Building owner(s) or their respective servants, agents, officers, employees or others for whom they are in law responsible, or any tenant or occupant of space in the Building.
- (c) The Licensee shall use best commercial efforts to obtain from every customer of the Licensee in the Building a covenant in writing which shall be substantially in the form attached as Schedule C attached hereto

11. RIGHT OF TERMINATION

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

If: (a) the Licensee is adjudicated a bankrupt, or adjudged to be insolvent, or (b) a receiver, receiver-manager or trustee of the Licensee's property and affairs is appointed; or (c) the Licensee makes an assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for the appointment of a receiver or a receiver-manager, or any execution or attachment is issued against the Licensee or any of the Licensee's property under which any person other than the Licensee attempts to take or occupy any of the Licensee's rights under this License, 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 cease, but without prejudice to any rights of the Licensor which had accrued before the termination.

12. 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 by the Licensor to the Licensee and the Licensee has failed to cure such Non-Monetary Default within such cure period (or such longer period as is reasonable in the circumstances providing the Licensee has commenced to cure such Non-Monetary Default within such cure period and is diligently and continuously proceeding to cure same), then it shall be lawful for the Licensor at any time thereafter to elect to (i) re-enter the POP Area and the Building where the Systems are located to repossess and enjoy same for its own use absolutely and without any damages or penalty payable by the Licensor whatsoever and terminate this Agreement or (ii) require the Licensee to remove forthwith all or part of the Systems as the Licensor may require at the Licensee's sole costs and repair any damages to the Building and POP Area resulting from the installation or removal of the Systems and terminate this Agreement.

13. INSURANCE

Throughout the Term of this License 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 and owners' and contractors' protective insurance coverage with respect to the Licensee's use of the Building or any portions thereof; such coverage shall include the activities and operations conducted by the Licensee and any other person or persons performing work on behalf of the Licensee or on whose behalf the Licensee is in law responsible. Such policy shall be written with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Licensor may reasonably require from time to time; and
- (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 seven (7) days prior written notice, of any material change, or proposed cancellation or termination of such policy. The insurance described above shall name as an additional insured the Licensor and its property manager. All property damage and liability insurance shall contain provisions for cross-liability and severability of interests between the Licensor and the Licensee. Each policy shall contain a waiver of any rights of subrogation which the insurer may have against the Licensor and those for whom the Licensor is in law responsible whether or not the damage is caused by the act, omission, or negligence of the Licensor or such other persons.

14. 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:

GT Group Telecom Services Corp.
20 Bay Street
Suite #700
Toronto, Ontario M5J 2N8

Attention: Director of Facilities
Fax: (416) 943-1308

and to the Licensor the following address:

Brookfield Management Services Ltd.
Suite 200, 425 – 1 Street SW
Calgary, Alberta T2P 3L8

Attention: Vice President, Operations Western Canada
Fax: (403) 262-8810

With a copy to:

Brookfield Management Services Ltd.
BCE Place, 181 Bay Street
Suite 260, P.O. Box 839
Toronto, Ontario M5J 2T3

Attention: Les Fullerton, National Director, Technical Services
Fax: (416) 369-2702

And to:

Brookfield Management Services Ltd.
BCE Place, 181 Bay Street
Suite 4500, P.O. Box 770
Toronto, Ontario M5J 2T3

Attention: Victor Wong, Vice President, Legal, Ontario Region
Fax: (416) 369-8275

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

15. EARLY INSTALLATION OF SYSTEMS

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

16. 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.

17. GOVERNING LAW

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

18. 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, accident, fire, embargoes, judicial action by or acts of civil or military authorities but specifically excluding financial inability.

19. 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 Agreement 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 or similar transaction provided the Licensee is not released from the Licensed Agreement and provided the Permitted Assignee enters into an assumption agreement with the Licensor to be bound by all the provisions of the Licensed Agreement.

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 the Licensor is under no obligation whatsoever to provide. 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 enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

The Licensor shall have 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 Agreement, the Licensor shall thereupon and without further agreement, be released of all liability under this License Agreement.

20. 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.

21. NO EXCLUSIVITY

The Licensee acknowledges and agrees that nothing in this 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.

22. GOVERNMENT REGULATIONS

The parties to this Agreement shall comply with and conform 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 Toronto, 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.

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

LICENSOR: Brookfield Management Services Ltd.

Per: _____

Name: _____

Title: _____

c/s

Per: _____

Name: _____

Title: _____

We have the authority to bind the Corporation

LICENSEE: GT Group Telecom Services Corp.

Per: _____

Name: _____

Title: _____

Vice President, National Facilities

c/s

Per: _____

Name: _____

Title: _____

I/We have the authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

FIRSTLY: PLAN "C"
 BLOCK TWENTY-FOUR (24)
 LOTS TWELVE (12) TO THIRTY-ONE (31) INCLUSIVE
 EXCEPTING THEREOUT:

PLAN NUMBER	PORTION
ROAD 8911412	PTN (AS TO LOTS 12 TO 16)
ROAD 8911412	PTN (AS TO LOTS 17 TO 31 AS TO SURFACE)

EXCEPTING OUT OF LOTS 12 TO 16 INCLUSIVE ALL MINES AND MINERALS

SECONDLY: PLAN "C"
 BLOCK TWENTY-FOUR (24)

FIRST:
LOTS ONE (1) TO ELEVEN (11) INCLUSIVE
EXCEPTING THEREOUT:
PORTION ON ROAD PLAN 8911412 AS TO SURFACE ONLY

SECONDLY:
LOTS THIRTY-TWO (32) TO FORTY (40) INCLUSIVE
EXCEPTING PORTION ON ROAD PLAN 8911412 AS TO SURFACE ONLY

EXCEPTING OUT OF THE EASTERLY 10 FEET THROUGHOUT OF LOT 10 AND ALL OF LOT 11 ALL MINES AND MINERALS

SCHEDULE "C"

LIMITATION OF LIABILITY

In no event, whether as a result of breach of contract, breach of warranty (whether express or implied, statutory or otherwise), tort (including negligence regardless of degree of fault), strict liability, infringement of intellectual property rights or otherwise, shall **GT Group Telecom Services Corp.** or any party that may claim contribution or indemnity from **GT Group Telecom Services Corp.** (a "Third Party"), be liable to the Customer, the Customer's clients or any other third party for any damages arising from injury to any person or property, or for loss of profit or revenues, loss of use of the Equipment, loss arising from or attributable to failure to realize anticipated savings, loss of information or data or any associated equipment, cost of capital, substitute goods, facilities or services, downtime costs or claims for any other economic losses or any special, consequential, incidental, indirect or exemplary damages, even if **GT Group Telecom Services Corp.** knows of the possibility or likelihood of such damages and whether or not any such damages are construed as arising from a breach of a condition or fundamental term or fundamental breach or breaches of this Agreement. For greater certainty, and without limiting the foregoing, the Customer hereby waives all claims, suits, demands and actions contemplated by this paragraph which it may have against **GT Group Telecom Services Corp.** or any Third Party and agrees that any Third Party may rely upon and plead the terms of this Section as an estoppel and defence to any action, notwithstanding any rule of law to the contrary.

Other than as expressly provided herein, **GT Group Telecom Services Corp.** makes no representations, warranties or covenants (whether written or oral, express or implied, statutory or at common law) under or in connection with the services, or the equipment or materials used in connection with the services, including any warranty of merchantability or fitness for a particular purpose.

SCHEDULE "B-1"
LIST OF BUILDINGS

SCHEDULE "B-1"
LIST OF BUILDINGS
CONTINUED