

SITE ACCESS LICENSE AGREEMENT

THIS SITE ACCESS LICENSE dated March 5, 2004, governed by and construed under the laws of the Province of Ontario

BETWEEN
BELL CANADA (the "Licensee")

AND
METCALFE REALTY COMPANY LIMITED (the "Licensor")

FOR 2650 QUEENSVIEWDRIVE, OTTAWA, ONTARIO (the "Building")

WHEREAS:

- A. *Metcalfe Realty Company Limited* is the registered owner of the property located at *2650 Queensview Drive, Ottawa, Ontario (the "Building")*, legally described in Schedule "A" including the buildings and all improvements located thereon and the surrounding lands owned by the Licensor, including all easements and right of ways in favor of the Licensor; and
- B. The Licensor grants to the Licensee the non-exclusive right to install a fiber optic cable to the Building in order to provide telecommunication services and facilities for the sole use of Nuvo Network Management (1991) Inc., subject to the terms and conditions of this License.

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. TERM AND FEE

The Term ("Term") of the License shall commence on the 15th day of March, 2004. *The herein License shall terminate the earlier of* (a) the termination date of the Lease between the Licensor and its Tenant, Nuvo Network Management (1991) Inc., being September 30, 2007 or (b) upon such other date that the Lease between the Licensee and its Tenant may be terminated or (c) upon such other date that the Service Agreement between Bell Canada and Nuvo Network Management (1991) Inc., may be terminated.

The Licensee shall pay to the Licensor an annual License Fee of two dollars (\$2.00) payable in advance in one lump sum payment on the Commencement Date and thereafter on each anniversary of the Commencement Date of the herein License.

2. LICENSE

The Licensor grants to the Licensee the right to install, in accordance with the plans and specifications attached hereto as Schedule "B", a fiber optic cable in the Building.

3. APPROVAL BY LICENSOR OF LICENSEE'S PLANS

Prior to any installation of the said fiber optic cable or any related equipment, apparatus, fixtures or attachment, the Licensee shall submit to the Licensor for its written approval, detailed plans complete with installation notes and routing schematics.

4. TRADE FIXTURES

The said fiber optic cable and related equipment, apparatus, fixtures or attachments will be deemed "Trade Fixtures". Trade Fixtures shall be for the exclusive use of the Licensee and its customer, *Nuvo Network Management (1991) Inc.*, and shall remain the property of the Licensee. All installation and maintenance of the said Trade Fixtures shall be carried out by the Licensee. Upon the termination of the License the Licensee shall be entitled to and shall remove same at its expense and, at the request of the Licensor and at the Licensee's expense, return any part of the Building affected by the installation of the said Trade Fixtures to its original condition as it existed before the commencement of this License, save and except for reasonable wear and tear. The Licensee shall remove all redundant cabling and conduit upon termination of agreements with its customer in the Building.

Should the said fiber optic cable not be removed from the Building, then the Licensee shall transfer title to any such fiber optic cable not removed from the Building to the Building Owner and take reasonable steps including, without limitation, execution of documentation necessary to evidence the transfer of ownership of the applicable fiber optic cable to the Building Owner.

5. RESTORATION AND REMOVAL

The Licensee shall, at its sole cost and expense, repair any damage to the Building where such is a direct damage caused by the Licensee, its subcontractors or those for whom it is in law responsible in relation to the installation granted by this Licensee.

6. INTERFERENCE

Should the fiber optic cable installation under the herein License cause an interference with the base Building operation of the Licensor then the Licensor will immediately inform the Licensee of such and the Licensee will promptly act to rectify the situation.

The Licensor agrees to use reasonable efforts to notify the Licensee if at any time it becomes aware of any occurrence or event which results in or could be expected to result in, interference with the operation of the Licensee's Trade Fixtures.

7. GOVERNMENT RELATIONS

With respect to the installation contemplated by the herein Licensee, the Licensee, shall at its sole cost:

- (a) comply with and conform to all laws, by-laws, building codes, fire codes, legislative and regulatory requirements of any and all governmental authorities relating to the but not limited to, the applicable rulings and decisions of the C.R.T.C. and regulations of Industry Canada; and
- (b) perform such installation as set out in the herein License so as to comply in all respects with common law and with all present and future applicable federal, provincial, municipal, government or quasi- governmental laws, by-laws, rules, regulations, licenses, orders, guidelines, directives, permits, decisions or requirements concerning occupational or public health and safety or the environment and any order, injunction, declaration, notice or demand issued hereunder, (Environmental Laws)

8. DEFAULT

In the event that the Licensee fails to perform its obligations as set out in this License, the Licensor shall provide written notice to the Licensee of its default The Licensee shall have ten (10) days from receipt of said notice to remedy the situation and failing such remedy by the Licensee and failing any further negotiations, the Licensor, at its sole option and without prejudice to any other remedy available to the Licensor herein, may terminate this License by giving written notice of termination, unless such default is incapable of remedy within such ten (10) days period provided that the Licensee has diligently commenced to cure such default Upon said temlination the Licensee shall, within ten (10) days, remove all its Trade Fixtures and at the request of the Licensor restore any part of the Building that had been affected by the Licensee's Trade Fixtures to its original condition allowing for normal wear and tear.

9. INSURANCE

During the Term of this License the Licensee shall, at its own expense, provide and maintain the following insurance:

Comprehensive General Liability Insurance covering all of the Licensee's business liabilities and shall include the Licensor as an additional insured with respect to the Equipment Space, License Area and related operations. The Limit of Liability shall not be less than Two Million Dollars (\$2,000,000.00) inclusive in anyone occurrence or series of occurrences arising out of one cause.

The Licensee shall place with the Licensor, prior to installing any equipment in the Equipment Space or License Area, a certificate evidencing such insurance protection outlined above.

10. INDEMNITY OF LICENSOR

Save for the willful or negligent act of the Licensor or those for whom it is at law responsible, the Licensee shall indemnify and save harmless the Licensor against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

- (a) any loss, cost (including, without limitation, lawyer's fees and disbursements), expenses and damage suffered by the Licensor arising from any breach by the Licensee or any of its covenants and obligations under this License;
- (b) any damage arising from the conduct of any work or any willful or negligent act or omission of the Licensee, its servants, agents, employees or contractors, or by the failure of any or all of the Equipment;
- (c) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any act or omission of the Licensee or any assignee, sub-Licensee, agent, employee, contractor, invitee or licensee of the Licensee, and in respect of all costs, expenses and liabilities incurred by the Licensor in connection with or arising out of all such claims, including the expenses of any action or proceeding pertaining thereto;
- (d) any damage to the Licensee's Equipment or System or the interruption of service;

(e) any damage which may be caused by steam, water, rain or snow, or any other thing which may leak .into, issue or flow from any part of the lands on which the Building is situate or from the pipes or plumbing works, including the sprinkler system therein or from any other place or for any damage caused by or attributable to the condition or arrangement of any electric or other wiring or of sprinkler heads or for any damage caused by or omitted by any Licensee.

11. REPAIR WHERE LICENSEE AT FAULT

Save for the willful or negligent act of the Licensor, or for those whom at law it is responsible for, if the Building, including, the elevators, the boilers, engines, pipes and other apparatus or any of them used for the purpose of heating or air conditioning the Building or operating the elevators, or if the water pipes, drainage pipes, electric lighting or other equipment of the Building or the roof or outside vessels or other part of the Building *shall become out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Licensee*, its servants, agents, employees, or through it or them in any way stopping up or injuring the heating apparatus, elevators, water pipes, drainage pipes or other equipment or part of the Building, *the expense of the necessary repairs, replacements, or alterations, once completed, shall be borne by the Licensee* who shall pay the same to the Licensor within Thirty (30) days of receipt of the Licensor's invoice.

12. DEMOLITION AND REDEVELOPMENT

If the Licensor desires at any time to demolish or redevelop the Building and has provided demolition notices to the other tenants and licensees occupying the Building, then the Licensor shall have the right to terminate this License by giving ninety (90) days written notice to the Licensee. The Licensee shall agree to vacate and surrender up the License Area at the expiration of ninety (90) days from the date of the termination notice and any prepaid rent shall be pro-rated and repaid to the Licensee. The Licensor shall provide the Licensee with a right of first refusal to relocate in the Licensor's redeveloped Building, subject to a License Fee, terms and conditions to be negotiated at that time, each party acting reasonably.

13. INSTALLATION OF COMMON INFRASTRUCTURE

It is understood and agreed by the Licensee that the Licensor may at some future date undertake to install a Common Infrastructure to satisfy the collective cabling requirements of all service providers and occupants of the Building. Upon such installation, and subject to the provisions hereof, the Licensee shall utilize the Common Infrastructure for delivering its services within the Building (subject to the provisions hereof) and the Licensee shall be subject to connection and usage fees, which shall be posted and applied uniformly to all licensees acting as service providers in the Building, using such Common Infrastructure. It is understood that, subject to compliance with any relevant future decisions or ruling imposed by the CRTC, Industry Canada and/ or other body having jurisdiction after the activation of the said Common Infrastructure, the Licensee shall no longer be permitted to install its own cabling within the Building. The Licensor shall have the obligation at its own expense, to maintain, repair, replace and upgrade the said Common Infrastructure in order to maintain the quality of service standards respecting this Common Infrastructure. The Licensor shall endeavor to act expeditiously to repair and/or correct any problems that the Licensee may report with respect to the Licensee's use of this Common Infrastructure. The Licensee may only be permitted to continue its use of cabling which it may have installed pursuant to the provisions of the License for the duration of the Term(s), after which such cabling shall become part of the facilities and be subject to common usage fees, the Licensor acting reasonably.

Should the Common Infrastructure be incompatible with existing equipment the Licensee is utilizing within its Equipment Space to serve the occupants of the Building, the Licensor shall at its sole discretion and without compensation to the Licensee, permit the Licensee to install additional cabling within the Building in areas determined by the Licensor.

14. RULES AND REGULATIONS

The Rules and Regulations attached as Schedule "D" hereto and forming part of this License Agreement, have been adopted by the Licensor for the safety, benefit and convenience of all tenants, licensees and other persons in the Building. The Licensee shall at all times comply with and shall cause its employees, agents, licensees and invitees to comply with the Rules and Regulations as are from time to time in effect. The Licensor shall be able to enforce any breach of the Rules and Regulations as a breach of this License.

The Licensor may from time to time amend, delete from or add to the Rules and Regulations provided that any such modification:

- (a) shall not be repugnant to any other provision of this License; .
- (b) shall be reasonable and have general application to all tenants, licensees and other users operating similar Equipment to that of the Licensee in the Building;
- (c) shall be effective only upon delivery of a copy thereof to the Licensee at its place of business.

The Licensor shall use its reasonable efforts to secure compliance by all tenants and licensees and other users operating similar Equipment to that of the Licensee, with the Rules and Regulations from time to time in effect, but shall not be responsible to the Licensee for failure of any person to comply with such Rules and Regulations

15. NOTICE

Any notice required or permitted to be given hereunder or any tender or delivery of documents may be sufficiently given by personal delivery or, if other than the delivery of an original document, by facsimile transmission

to the Licensee at the following address:

Bell Canada,

to the Licensor at the following address:

14. SALE, CONVEYANCE AND ASSIGNMENT

Nothing in this License shall restrict the right of the Licensor to sell, convey, assign, pledge or otherwise deal with the Building, subject only to the rights of the Licensee under this License. The Licensee may not, without consent of the Licensor, assign its rights and obligations under the License to any affiliate or successor thereof. Furthermore, *a change of control of the Licensee shall not be considered an assignment of this License.*

15. SUBORDINATION

This License is and shall be subject and subordinate in all respects to any and all mortgages and deeds of trust now or hereafter placed on the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof.

16. ATTORNMENT

Subject to Article 15, if the interest of Licensor is transferred to any person (herein called "Purchaser") by reason of foreclosure or other proceedings of enforcement of any such mortgage or deed of trust, or by delivery of a deed in lieu of such foreclosure or other proceedings, the Licensee shall immediately and automatically attorn to the Purchaser.

17. REGISTRATION

The Licensee may not register this License or a notice of license on title to the Building.

18. SUCCESSORS AND ASSIGNS

This License and everything herein contained shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns and other legal representatives as the case may be, of each and every of the parties hereto, and every reference herein to any party hereto shall include the heirs, executors, administrators, successors and assigns and other legal representatives of such party, and where there is more than one Licensee or corporation, the provisions hereto shall be read with all grammatical changes rendered necessary.

19. ATTACHMENTS

The Schedules referred to in this License and attached herewith are deemed to be incorporated herein and may include the following:

- Schedule "A" -Legal Description
- Schedule "B" -Installation Schematic
- Schedule "C" -Licensor's Rules and Regulations Governing Licensee's Work
- Schedule "D" -Licensor's Rules and Regulations

20. ACCEPTANCE

This License constitutes the entire agreement between the Licensor and the Licensee and supersedes all prior arrangements and understandings whether written or oral relative to the subject matters thereof. 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. The License may not be amended or modified except by a written instrument executed by both parties.

IN WITNESS WHEREOF the Licensor and the Licensee have executed this License as of the date first above written.

DATED at the City of Ottawa this 9th day of March, 2004

LICENSOR:

LICENSEE:

METCALFE REALTY COMPANY LIMITED BELL CANADA BELL CANADA

Schedule "A"

LEGAL DESCRIPTION

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, in the County of Carleton and Province of Ontario, Being Composed of Lots 325 and 326 on the south side of Queensview Drive as shown on a Plan registered in the Registry Office for the Registry Division of the City of Ottawa as No. 372212.

SCHEDULE " C "

LICENSOR'S REGULATIONS GOVERNING LICENSEE'S WORK

Without derogating from any other terms of the herein License the following shall apply to any work or alternations performed by the Licensee:

- (a) The Licensee shall obtain all necessary permits, licenses, certificates and inspections from all municipal, government and regulatory authorities having jurisdiction and make available to Licensor copies of same and shall post all permits as required.
- (b) Prior to any initial construction or installation or subsequent construction or installation, the Licensee shall submit detailed plans for approval by the Licensor or Property Manager.
- (c) The Licensee shall be permitted to, at its own expense and with prior written consent of the Licensor, make non-structural changes, additions and improvements in the Equipment space to better adapt the same to its business, provided that any such change, addition or improvement shall comply with the following:
- (d) The Licensee shall perform, or cause to be performed, such alternations: at the sole cost and expense of the Licensee; by competent workers; as expeditiously and as diligently as possible in a good and workmanlike manner and using first quality materials and equipment; in accordance with the specifications and requirements of all authorities; subject to such rules, regulations and controls as set out in this License; at the risk of the licensee.
- (e) However, if in the Licensor's opinion the alterations or any of the work may affect the structure of all or any part of the Building or any of the heating, ventilating, air-conditioning, plumbing, electrical, mechanical or any other base building systems in all or part of the Building that may affect the common areas or any other tenants premises, the alterations (or the appropriate portion of them) shall, at the Licensor's option, be performed only by the Licensor, but in all cases at the Licensee's sole cost and expense. Upon completion thereof, the Licensee shall pay to the Licensor upon demand, the Licensor's costs relating to any such alternations, including fees and expenses of any architectural, engineering or other consultants or professionals, plus the cost of the Licensor's administration fee. No alterations to the Equipment Space by or on behalf of the Licensee shall be permitted which, in the Licensor's opinion, may weaken or endanger the structure or adversely affect the condition, safety or operation of the Equipment Space or the Building or diminish the value thereof, or impair the use of all or any part of the common areas.
- (t) Any modifications to be performed to the plumbing or life safety system must be submitted to the Licensor in writing prior to the commencement of the work.
- (g) The Licensor must be supplied with copies of the MSDS sheets for all controlled substances used in the work. The Licensor has the right to stop all work until the required information is supplied.
- (h) All construction and de-construction materials are to be moved into or out of the Building after Normal Business Hours. "Normal Business Hours" are defined as 8:00 a.m. to 6:00 p.m. Monday through Friday, excluding days which are legal or statutory holidays in the jurisdiction in which the Building is located. Access to service elevators and after Normal Business Hours scheduling of work to be arranged through the Licensor.
- (i) All work carried out in the common areas must be done after Normal Business Hours. If ceilings or their components are removed to allow for the work, they must be replaced prior to the beginning of Normal Business Hours of the next day. Such work may be performed by the Licensor at the Licensee's expense. Any area that may be deemed a safety hazard must be property cordoned off and protected.
- (j) All work that may be noisy, dirty or cause odors must be done after Normal Business Hours. The Licensor reserves the right to stop this work or any work as a result of complaints from other licensees.
- (k) Any work requiring doors to the Building be left unlocked after normal lockup time will require a security guard be posted at the entrance.
- (l) The use of elevators to move anything more than tradesmen and their toolboxes must be coordinated through the Licensor. Any damage or cleanup costs incurred will be charged to the Licensee.
- (m) All materials used in the work must be equivalent to or greater in value than building standards.

RULES AND REGULATIONS

1. Security

Licensors may from time to time adopt appropriate systems and, or procedures for the security of the Building, any persons occupying, using or entering the same any equipment, finishings or contents thereof, and Licensee shall comply with Licensors reasonable requirements relative thereto.

2. Locks

Licensors may from time to time install and change locking mechanisms on entrances to the Building, and common areas thereof, and (unless Twenty Four (24) hour security is provided for the Building) shall provide the Licensee reasonable number of keys and replacements therefore to meet the bona fide requirements of Licensee. In these rules, "keys" include any device serving the same purpose. Licensee shall not add to or change existing locking mechanisms on any door in or to the Equipment Space without Licensors prior written consent. If the Licensors consent, Licensee installs lock(s) incompatible with the Building master locking system:

- (a) Licensors, without abatement of rent, shall be relieved of any obligation under the License to provide any service to the affected areas with require access thereto,
- (b) Licensee shall indemnify Licensors against any expense as a result of forced entry thereto which may be require in an emergency, and
- (c) Licensee shall at the end of the Term and at Licensors request remove such lock(s) at Licensees expense.

3. Return of Keys

At the end of the Term, licensee shall promptly return to Licensors all keys for the Building and Equipment Space, which are in possession of Licensee.

4. Repair, Maintenance, Alterations and Improvements

Licensee shall carry out Licensees repair, maintenance, alterations and improvements in the Equipment Space only during times agreed to in advance by Licensors and in a manner, which will not interfere with the rights of other Licensees in the Building.

5. Water Fixtures

Licensee shall not use water fixtures for any purpose for which the are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by Licensee shall be paid for by Licensee.

6. Personal Use of Equipment Space

The Equipment Space shall not be used or permitted to be used for residential lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes.

7. Heavy Articles

Licensee shall not place in or move about the Equipment Space without Licensors prior written consent any safe or other heavy article and Licensors may designate the location of any permitted heavy articles in the Equipment Space.

8. Bicycles, Animals

Licensee shall not bring any animals or birds into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by Licensors for such purposes.

9. Deliveries

Licensee shall ensure that deliveries of materials and supplies to the Equipment Space are made through such entrances, elevators and corridors and at such times as may from time to time be designated by Licensors, and shall promptly pay or cause to be paid to Licensors the cost of repairing any damage in the Building caused by any person making such deliveries. The delivery and shipping of merchandise, supplies, fixtures, and other materials or goods of whatsoever nature to or from the Equipment Space and all loading, unloading, and handling thereof shall be done only at such times, in such areas, by such means, and through such elevators, entrances, malls, and corridors as are designated by Licensors. Licensors accepts no liability and is hereby relieved and released by Licensee in respect of the operation of delivery facilities for the Building, or the adequacy thereof, or of the acts or omissions of any person or persons engaged in any acceptance, holding, handling, or dispatch, or any error, negligence or delay therein. Licensors may from time to time make and amend regulations for the orderly and efficient operation of the delivery facilities for the Building, and may require the payment of reasonable and equitable charges for delivery services and demurrage provided by Licensors.

10. Furniture and Equipment

Licensee shall ensure that furniture and equipment being moved into or out of the Equipment Space is moved through such entrances, elevators and corridors and at such times as may from time to time be designated by Licensor, and by movers or a moving company approved by Licensor, and shall promptly pay or cause to be paid to Licensor the cost of repairing any damage in the Building caused thereby.

11. Solicitations

Licensor reserves the right to restrict or prohibit canvassing or peddling in the Building.

12. Food and Beverages

Only persons approved from time to time by Licensor may prepare, solicit orders for, sell, serve or distribute foods or beverages in the Building, or use the elevators, corridors or common areas for any such purpose. Except with Licensor's prior written consent and in accordance with arrangements approved by Licensor, Licensee shall not permit on the Equipment Space the use of equipment for dispensing food or beverages or for the preparation, solicitation or orders for, sale, serving or distribution of food or beverages.

13. Refuse

Licensee shall place all refuse in proper receptacles provided by Licensee at its expense in the Equipment space or in receptacles (if any) provided by Licensor for the Building, and shall keep sidewalks and driveways outside the Building, and lobbies, corridors, stairwells, ducts and shafts of the Building, free of refuse.

14. Obstructions

Licensee shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells or other common areas of the Building, or use such locations for any purpose except access to and exist from the Equipment Space without Licensor's prior written consent. ~Licensor may remove at Licensee's expense any such obstruction or thing (unauthorized by Licensor) without notice or obligation to Licensee.

15. Dangerous or Immoral Activities

Licensee shall not make any use of the Equipment Space which involves the danger or injury to any person or which is immoral.

16. Proper Conduct

Licensee shall not conduct itself in any manner which is inconsistent with the character of the Building as a first-class building or which will impair the comfort and convenience of other licensees in the Building.

17. Employees, Agents and Invitees.

In these Rules and Regulations, Licensee includes the employees, agents, invitees and licensees of Licensee and other permitted by Licensee to use or occupy the Equipment Space.

18. Non-Compliance by Other Licensees

Licensor shall not be responsible to Licensee for the non-observance or violation of the Rules and Regulations by any other Licensee of Equipment Space in the Building nor shall such non-observance or violation, or any agreement of Licensor to waive any of such rules and regulations with respect to any other Licensee or Licensees relieve Licensee from complying therewith or with any other provision of the License.

19. Smoking/ Loitering

The Licensee acknowledges that the Licensor has a policy that smoking or loitering is not permitted in the common areas of the Building and that the Licensee is to use its best efforts to make this policy known to its employees, invitees, assignees, sub-Licensees, agents, contractors or licensees. The Licensee shall use its best efforts to ensure that the policy is recognized and adhered to by the said persons. The common areas of the Building for the purposes of this provision shall include but not be limited to the washrooms, sidewalks, entrances, passages, courts, lobby areas, garages or parking areas, elevators, escalators, stairways, vestibules, public corridors and halls in and about the Building.