



Abridged

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT is made as of the ____ day of ____ 2012

BETWEEN:

CARLTON TOWER LIMITED

(the “Licensor”)

-and-

BELL CANADA

A corporation incorporated under the laws of Canada
(the “Licensee”)

PREAMBLE:

- (a) The Licensor is the owner of the Building municipally 2 Carlton St., Toronto as described in Schedule "A" attached hereto.
- (b) The Licensor has agreed to grant to the Licensee a license to install, equip, modify, upgrade, operate, maintain, repair and replace certain telecommunications equipment or hardware in the Licensor’s building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the manual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Licensor and the Licensee agree as follows:

ARTICLE 1= DEFINITIONS AND INTERPRETATION

1.1 Definitions In this Agreement the capitalized terms and phrases as shown below shall describe the following:

“**Agreement**” means this Agreement and the attached Schedules and any amendments to this Agreement and the attached Schedules made in accordance with the provisions of this Agreement.

“**Building**” means the MDU building or buildings owned by the Licensor and located on the Lands.

“**Building Risers**” means the electrical, mechanical, telecommunication horizontal passages, closets, vaults, equipment rooms or other pathways in the Building.

“**Business Day**” means a day other than a Saturday, Sunday or statutory holiday in the Province in which the building is located.

“**Cable**” means fibre optic, coaxial and copper cables and wires, or any other substantially similar material used for communication purposes.

“**CRTC**” means the Canadian Radio-television and Telecommunications Commission or its successor.

“Commencement Date” means the date on which the Term of this License commences, as indicated in Section 3.1.

“Connecting Equipment” means cables, fibres, conduits, raceways, inner ducts and connecting hardware of the Licensee that is connected to the Telecommunications Equipment, as more particularly described in the attached Schedule C.

“Entrance Point” or “Point of Entrance” means any location in the Building whereby cable or fibre enters the Building via a duct, sleeve, conduit or raceway.

“Equipment Room” means the premises as shown on the floor plan attached to this agreement as Schedule B which premises shall be provided by the Licensor to the Licensee for the sole exclusive use of the Licensee.

“HST” means the Harmonized Sales Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

“IBW” or “In-Building Wire” means Cable and associated facilities under the responsibility and control of the Licensee, the Building Owner or any third party, which run from the MTR to the riser closet, and in some geographic regions from the riser closet to, but not within, a tenant or occupant’s suite.

“Lands” means the land legally described in the attached Schedule A.

“License Fee” means the annual fee specified in Section 4.1 of the Agreement which is payable by the Licensee to the Licensor under this Agreement.

“Licensee’s Equipment” means, collectively, the Telecommunications Equipment and the Connecting Equipment owned by the Licensee and/or controlled by the Licensee.

“MDU” or “Multi-Dwelling Unit” means a building with at least two units and at least one unit occupied by a tenant.

“Notice” means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in Section 14.1 of this Agreement.

“Renewal Term” means the period after the Term for which this Agreement may be renewed and extended as described in Section 3.2 of this Agreement.

“RMC” or “Riser Management Company” means an entity or company involved in the provision of Riser Management Services.

“RMS” or “Riser Management Services” means services provided by the owner, or on behalf of the Owner, for the maintenance or wiring management of Cable or the management of any other aspect of the Licensee Services.

“Telecommunications Equipment” means the equipment of the Licensee and its affiliates, located in the Equipment Room including cabinets, racks, electronic equipment and other similar equipment.

1.2 Interpretation For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.

- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be interpreted and governed by the laws of the Province of Ontario, and the laws of Canada applicable therein.

1.3 Schedules The following are the Schedules attached to and forming part of this Agreement.

Schedule A-	Legal Description of Lands
Schedule B-	Plan for Connecting Equipment
<u>Schedule C-</u>	<u>Equipment Room Plan</u>
Schedule D-	Building Rules & Regulations
Schedule E-	Building Security Regulations
Schedule F-	License Fee

ARTICLE 2 = LICENSE

2.1 License The Licensor grants to the Licensee a non-exclusive license to:

- (a) install, equip, modify, upgrade operate, maintain, repair and replace the Telecommunications Equipment in the Equipment Room, mechanical area, roof-top, basement, vault and service area at the Licensee's sole expense and risk;
- (b) install, equip, modify, upgrade operate, maintain, repair and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Point and through the Building Risers as necessary to reach from the Entrance Point to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee's customers in the Building; and
- (c) use the Entrance Point and existing Building wiring, only to the extent that the Licensor has the possession of, and authority to allow the use of, the Entrance Point and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

2.2 Equipment Room The Licensor shall provide a portion or area or the entire area within the Equipment Room (the "Premises") to the Licensee, for the sole and exclusive use of the Licensee, which shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

2.3 Nature of Interest The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the two parties.

2.4 Non-Exclusivity The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to Section 2.1 of this Agreement is not exclusive to the Licensee, and that the Licensor has the right to grant similar rights and privileges in respect of the Building to other parties.

2.5 Rooftop Rights The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the Licensor:

- (a) this License does not allow the permanent installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment; and
- (b) the Licensee shall not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.

2.6 The Licensor represents and warrants that:

- (i) it has sufficient right, title and interest in the building and lands to grant this license; and
- (ii) this license constitutes a legal and binding obligation of the Licensor enforceable against the Licensor in accordance with its terms, except as may be limited by the laws of bankruptcy, the laws affecting the rights of creditors and the equitable jurisdiction of any Court or CRTC as applicable.

ARTICLE 3 = TERM

3.1 Term The term of this License is for five (5) years commencing on the 1st day of August 2012 and expiring July 31, 2017.

3.2 Option to Renew Provided that the Licensee is not in default under this Agreement, the Licensee shall have options to renew and extend this Agreement for two (2) consecutive periods of five (5) years each (each of which is a “Renewal Term”), upon the Licensee providing at least six (6) months written notice to the Licensor. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be agreed to by the parties in writing based on the then prevailing fair market rates for the alternate use of the POP space. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by a single arbitrator appointed under provincial arbitration legislation.

3.3 Overholding If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term, and the Licensee has not exercised its option to renew pursuant to Section 3.2 above, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement, except that the License Fee as provided in Schedule F shall be increased by 150%.

ARTICLE 4 = LICENSE FEE

4.1 The Licensee agrees to pay the Licensor the License Fee as provided in Schedule F.

ARTICLE 5 = USE

5.1 Use of Equipment Room The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, testing, modification, upgrading, repair and replacement of their Licensee’s Equipment as required by the Licensee for the purpose of providing communications services to the Licensee’s customers in the Building.

5.2 Title The Licensor acknowledges and agrees that title to, and ownership of, the Licensee’s Equipment shall remain with the Licensee at all times notwithstanding that the Licensee’s Equipment may be affixed to a part of the Building for the time being.

ARTICLE 6 ACCESS AND UTILITIES

- 6.1 Access** The Licensee, its employees, agents and contractors, shall have access to the Premises within the Equipment Room or area or roof top or penthouse, seven (7) days a week, twenty-four (24) hours per day for the purpose of installing, operating, maintaining, testing modifying, upgrading, repairing and removing the Licensee's Equipment. The Licensee, its employees, agents and contractors further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order to access the Equipment Room. The Licensor acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized representatives shall be in accordance with the Licensor's Building Rules and Regulations, as attached in Schedule D and Building Security Regulations, as attached in Schedule E.
- 6.2 Electrical Power** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense to the Licensee. If required by the Licensor, the Licensee, at its sole cost and expense, shall install a separate meter to determine the Licensee's electricity consumption and the Licensee agrees to pay for such electricity consumption. The Licensor shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree that the Licensor will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.
- 6.3 Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone on the Equipment Room if required by the Licensee.
- 6.4 Nuisance** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to or impede in any way the operation of the Licensor of the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.
- 6.5 Compliance with Laws** The Licensee, in installing, maintaining, testing, modifying, upgrading, operating, repairing, and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

ARTICLE 7 INSTALLATION, MAINTENANCE AND REPAIRS

- 7.1 Approval of Plans** Prior to the commencement of each installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Licensor in respect of such installation for the approval, in writing, of the Licensor.
- 7.2 Other Costs** In addition to License Fee, the Licensee agrees to pay the Licensor within sixty (60) days of receipt of an invoice from the Licensor, the cost, on a one-time basis for each installation, for the review of Plans and Working Drawings referred to in Subsection 7.1. Such fees shall be charged at the rate set forth in Schedule F.

Escort Services The Licensee agrees to pay the Licensor for security escorted access to the Building, Building Risers, or the Equipment Room, within sixty (60) days of receipt of an invoice

- 7.3 from the Licensor. Such fees shall be in accordance with Schedule F and shall not be charged if recovered by the Licensor from the tenants or occupants of the Building.
- 7.4 **Installation** Upon receipt of the Licensor's written approval pursuant to Section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all the applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial, and municipal governmental authorities.
- 7.5 **Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes.
- 7.6 **Repairs and Maintenance** The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.
- 7.7 **Liens** Each party (Licensor and Licensee) shall be responsible for the satisfaction or payment of any liens for any provider of works, labour or materials, or services claiming by, through or under such party regarding each party's interest pursuant to this License. Any such liens shall be discharged by the Licensor or Licensee, within thirty (30) Business Days at the request of the Licensor, by payment of sufficient money into Court to obtain removal of such lien.

ARTICLE 8 = INSURANCE AND INDEMNIFICATION

- 8.1 **Insurance** The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses.

"Umbrella Insurance may be used to achieve the required insured limits"

The Licensor will maintain all risk property insurance on the Building.

- 8.2 **Indemnification by Licensee** The Licensee shall indemnify and save harmless the Licensor from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and the Building's communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or wilful misconduct of the Licensor or those for whom the Licensor is in law responsible.
- 8.3 **Release** The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee.
- 8.4 **Indirect Damages** Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or

consequential damages including loss of revenue, loss of profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

ARTICLE 9 = TERMINATION

9.1 Termination by Licensee The Licensee shall have the right to terminate this Agreement upon written notice to the Licensor without liability to the Licensor, in the event of the occurrence of any of the following:

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) any structures, facilities or other works of any nature or any kind whatsoever, including, without limitation, third party telecommunications equipment, or facilities, screen, shield or interfere in any manner with the signals transmitted or received by the Licensee's Equipment;
- (c) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (d) The Licensee no longer requires the Equipment Room for the purpose of providing its communications service to customers in the Building. If the Building Risers are still required the Licensee and the Licensor, acting reasonably, may enter into a new agreement based on prevailing market conditions.
- (e) the Licensor defaults in the observance or performance of any of the Licensor's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Licensor, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensor promptly commences such cure with reasonable diligence; or
- (f) the Licensor makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to, bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensor is conclusive evidence of insolvency.
- (g) The Licensee no longer provides its standard telecommunication services in the building;
- (h) The Building is no longer an MDU.
- (i) The Licensee does not install any Licensee's Equipment in the Building.

9.2 Termination by the Licensor The Licensor shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee;

- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 Surrender Upon the expiration or earlier termination of this Agreement, the Licensee, at the Licensor's request shall remove the Licensee's Equipment from the Equipment Room, the Building, and the Building Risers and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

ARTICLE 10 = DAMAGE OR DESTRUCTION OF BUILDING

10.1 Right to Terminate In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Licensor under this Agreement, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Licensor elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of Section 9.3 of this Agreement. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the one hundred and eighty (180) days during which Licensor is deciding whether or not to attempt to repair such damage, nor during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance (if any) shall be refunded by the Licensor to the Licensee on a pro-rated basis to the date of damage to the Building.

ARTICLE 11 = FORCE MAJEURE

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

ARTICLE 12 ≡ COVENANTS

~~12.1~~ — ~~The Licensee Covenants:~~

- (a) The Licensee will comply with all Building rules, as periodically adopted by the Licensor acting reasonably, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (b) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of services.
- (c) The Licensee will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
- (d) If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
- (e) The Licensee shall, at its sole cost and expense, repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building where such damage is caused by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If the Licensee fails to repair or refinish the damage, the Licensor may repair or refinish such damage and the Licensee shall reimburse the Licensor all costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.

~~12.2~~ — ~~The Licensor Covenants:~~

- (a) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (b) That any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for; and
- (c) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building.

If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially

- (a) reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

ARTICLE 13 NOTICES

13.1 Notices Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

- (a) If to the Licensor

~~CARLTON TOWER LIMITED
c/o Northam Realty Advisors Ltd.~~

~~Attention: Property Manager
Facsimile:
Telephone:~~

- (b) If to the Licensee

~~NEXACOR REALTY MANAGEMENT INC.
87, West Ontario, Office 200
Montreal, Quebec H2X 0A7~~

~~Attention: Director Realty Transactions and
Senior Director Realty Management
With a copy to:~~

~~BELL CANADA
1 Carrefour Alexander Graham Bell
Building A, 7th Floor
Verdun Quebec H3E 3B3~~

~~Attention: Senior Asset Manager Real Estate Services
Facsimile:~~

~~**13.2 Change of Address** Either party may change its address or particulars for the purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 13.~~

ARTICLE 14 MISCELLANEOUS

14.1 Entire Agreement This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

14.2 Waiver No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

14.3 Successors and Assigns This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Licensor, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canadian Business Corporations Act*, upon written notice to the Licensor. This Agreement shall be binding upon, and shall endure to, the benefit of the parties and their respective successors and permitted assigns.

14.4 CRTC The parties hereto acknowledge and agree that the Licensee and the provision of Licensee services are subject to compliance with the orders, decisions including the decision, guidelines, rules, regulations and directions (collectively "the Orders") of the CRTC. In the event the CRTC issues any Orders in respect of the subject matter of this License, and such order affects the rights and/or obligations of either party, such party shall be entitled to require that this License or portions thereof, as required, be amended in a reasonable matter so as to give effect to such Orders and in the event the parties cannot agree upon the appropriate amendment required to make this License consistent with any CRTC Order, then such amendment required shall be determined by the CRTC. Notwithstanding anything contained in this License, in no event shall this License be interpreted as limiting the rights of the Licensee or the Licensor to avail itself of the provisions of the *TELECOMMUNICATIONS ACT*.

14.5 Currency All amounts contained in this License are in Canadian dollars.

14.6 Riser Management The Licensor acknowledges and agrees with the Licensee that:

- (a) the Licensee shall not be required to use the RMS of the Owner, or any other third party or any RMC for any IBW regardless of who has responsibility or control of IBW, unless agreed to in writing by the Licensee in its sole discretion. In the event the Licensee does not use the RMS then the Licensor and those for whom it is responsible for in law shall not interfere with the Licensee's access to and use of Cable;
- (b) should the Licensee elect in writing to use the RMS of the Licensor the Licensee agrees to pay the Licensor a fee for such usage, which shall be cost based, such costs to be reasonably incurred.
- (c) in the event RMS are provided by the Licensee any other LEC has the sole option of using these services; and
- (d) any clean-up and inventorying of IBW that is under the responsibility and control of the Licensee shall be mutually agreed to by the parties in writing.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf.

Licensor

CARLTON TOWER LIMITED

Per: _____

Name: _____

Title: _____

Date: _____

I/We have the authority to bind the Corporation

Licensee

BELL CANADA

Per: _____

Name: _____

Title: _____

Date: _____

I/We have the authority to bind the Corporation

SCHEDULE A

LEGAL DESCRIPTION OF LANDS

Parcel 1-1, Section A-34, Lots 1, 2, 3, 4 and 5 on Plan 34 (City of Toronto) and those parts of Lots 2 and 3 on the east side of Yonge Street on Plan 203 (City of Toronto) designated as part 1 on Plan 66R-12474.

21 Carlton St., Toronto