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491642

THIS LICENCE AGREEMENT made on the 1st day of July, 2001

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Public Works and Government Services, ("Canada")

AND:

BELL INTRIGNA INC. ("Bell Intrigna Inc.")

WHEREAS:

- A. Canada is the registered lessee of the those lands situated in the City of Vancouver, in the Province of British Columbia, which are municipally described as 300 West Georgia Street and legally described in detail in Schedule "A" to this Agreement ("the Lands").
- B. Canada has leased on the Lands a building known as Library Square ("the Building").
- C. Bell Intrigna Inc. wishes to have access to that portion of the Building containing approximately 7.43 square metres of area outlined in red on Schedule "B" to be attached as set out in paragraph 2.3 of this Agreement ("the Licenced Area") for use by Bell Intrigna Inc. for the operation of Bell Intrigna Inc.'s communications system.
- D. Bell Intrigna Inc. wishes to have access to portions of the Lands and the Building to operate Bell Intrigna Inc.'s communications system.
- E. This licence agreement, and the attached Schedules ("the Agreement"), contains the terms and conditions upon which Canada licences the Licenced Area to Bell Intrigna Inc.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and agreements in this Agreement, and of the payment of the amounts set out in this Agreement, the sufficiency of which is agreed to by the Parties, and subject to the terms and conditions set out, the Parties agree as follows:

1. DEFINITIONS

1.1 Definitions

In this Agreement, the following words, phrases and expressions have the following meanings:

"Agreement" means this licence agreement together with the schedules attached to this agreement as set out in paragraph 2.3 of this agreement.

"Building" means the building situated on the Lands and known as "Library Square."

"Cable" means fibre optic or copper cable.

"Canada" means the Sovereign and includes the successors and assigns of the Sovereign.

"Commencement Date" means the date on which the Term commences, which shall be July 1, 2001 or the date on which the construction of the Equipment Room commences, whichever is earlier.

"CRTC" means the Canadian Radio-Television and Communications Commission or its successor.

"Electrical Power Distribution System" means any electrical cabling and equipment required to bring electrical power, which is adequate for the purpose for which a space is to be used, to the circuit breaker panel within the space, the circuit breaker panel and all normal electrical wiring, plugs and switches within the space.

"Equipment" means equipment, apparatus, fixtures and attachments as may be necessary for Bell Intrigna Inc. to operate its communications systems.

"Equipment Room" means the enclosed premises of the Licenced Area.

"Initial Period" means the period of three years running from July 1, 2001, to June 30, 2004.

"Lands" means those lands situated in the City of Vancouver, in the Province of British Columbia, which are municipally described as 300 West Georgia Street and legally described in detail in Schedule "A" to this Agreement.

"Licence Fee" means the amount payable by Bell Intrigna Inc. to Canada as a fee for the licence of the Licenced Area, the particulars of which are set out in paragraph 4.1 of this Agreement.

"Licenced Area" means that portion of the Building containing approximately 7.43 square metres of area outlined in red on Schedule "B" to be attached as set out in paragraph 2.3 of this Agreement for use by Bell Intrigna Inc. for the operation of Bell Intrigna Inc.'s communications system.

"Minister" means the Minister of Public Works and Government Services or any person authorized in writing by the Minister of Public Works and Government Services to act on his or her behalf.

"Notice" has the meaning ascribed in paragraph 22.1.

"Notice of Default" has the meaning ascribed in paragraph 13.1.

"Parties" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services, and Bell Intrigna Inc.

"Plans" means detailed plans of location and installations of Cable, Equipment, and Trade Fixtures as set out in paragraph 10.1 of this Agreement.

“Risers” means the electrical, mechanical or communication spaces or other pathways in the Building.

“Term of this Agreement” has the meaning ascribed in paragraph 3.1 of this Agreement.

“Trade Fixtures” means Cable and Equipment installed by Bell Intrigna Inc. during the Initial Period of this Agreement within the Building or on the Lands.

2. INTERPRETATION

2.1 Headings

Any heading, note or caption appearing as a heading in this Agreement has been inserted for convenience and reference only, and of itself shall not define, limit or expand the scope or meaning of this Agreement or any of the provisions of this Agreement.

2.2 Gender, Number, Parts of Speech and Grammatical Forms

In this Agreement, words importing female persons include male persons and corporations and words importing male persons include female persons and corporations. Words in the singular include the plural, and words in the plural include the singular. Where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings. Where the context requires, a word also includes the heirs, executors, administrators, successors and approved assigns of the Parties to this Agreement.

2.3 Schedules

The following schedules are attached to and form a part of this Agreement:

Schedule “A”: Legal Description of the Lands

Schedule “B”: Plan of Licenced Area

2.4 Laws of British Columbia to Apply

This Agreement shall be governed by and construed under the laws of the Province of British Columbia. Bell Intrigna Inc. shall attorn to the jurisdiction of the courts of British Columbia, and Canada shall attorn to the jurisdiction of the courts of British Columbia to the extent that it is constitutionally appropriate for Canada to do so.

2.5 Entire Agreement

This Agreement, together with the schedules attached to this Agreement, constitutes the entire agreement of the parties, and supersedes all previous and contemporaneous communications, representations, understandings or agreements related to the subject matter of this Agreement.

2.6 Agreement in English

The parties confirm that it is their wish that this Agreement, as well as all other documents relating to this Agreement, including all notices, have been and shall be drawn up in the English language only.

2.7 Severability

If any provision of this Agreement is illegal or unenforceable, then 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.

2.8 No Benefit to Members of House of Commons

No member of the House of Commons of Canada shall be admitted to any share or part of this Licence or to any benefit to arise from this Licence.

2.9 Payment by Canada Subject to Appropriation by Parliament

The obligation for the payment of any money by Canada pursuant to this Agreement is subject to there being an appropriation for such payment by the Parliament of Canada for the fiscal year in which such payment becomes due.

2.10 Agreement Not to Affect or Restrict Canada or Minister

Nothing in this Agreement shall affect or restrict Canada's or the Minister's role as described in any Act in force in Canada, or any regulation or order made pursuant to that Act.

3. TERM

3.1 Term

The Term of this Agreement shall be for three years, commencing July 1, 2001, and expiring June 30, 2004, unless terminated earlier according to this Agreement.

3.2 Termination Not to Affect Rights or Liabilities

Termination of this Agreement, whether by expiry of time or by earlier valid termination according to this Agreement, shall not affect the rights or liabilities of the parties which have accrued prior to the termination of this Agreement.

3.3 Removal and Repair After Termination

Upon the termination of this Agreement, whether by expiry of time or by earlier valid termination according to this Agreement, Bell Intrigna Inc. shall remove all Equipment from the Licenced Area, , according to the provisions of paragraphs 11.2 and 11.3 of this Agreement, and shall repair all damage caused by Bell Intrigna Inc., Bell Intrigna Inc.'s employees, contractors and agents, at Bell Intrigna Inc.'s sole cost, to Canada's reasonable satisfaction within a reasonable time.

4. LICENCE FEE

4.1 Payment of Licence Fee

Bell Intrigna Inc. shall pay to Canada, for the exclusive use of the Licenced Area and the non-exclusive use of the existing communications cable plant by Bell Intrigna Inc., and for the non-exclusive access to portions of the Lands and the Building:

- (a) an annual Licence Fee of Four Thousand Dollars (\$4,000.00), plus all applicable government taxes, payable on the first day of each year of the Agreement; and
- (b) Bell Intrigna Inc. shall pay the Licence Fee by cheque, made payable to the Receiver General for Canada, and shall deliver the cheque to Canada's office or to such other place of which Canada may, from time to time, give notice to Bell Intrigna Inc.

4.2 Separate Electrical Meter

Bell Intrigna Inc. shall install a separate electrical meter to measure the amount of electricity consumed by Bell Intrigna Inc. for the Licenced Area. Bell Intrigna Inc. shall pay all charges related to such electrical consumption.

4.3 Access to Other Buildings

If Bell Intrigna Inc. wishes to gain access to other buildings from the location in the Building, then Bell Intrigna Inc. shall request prior written consent of Canada, for which Canada is under no obligation whatsoever to provide.

5. PAYMENT OF TAXES

5.1 Bell Intrigna Inc. to Pay Taxes

Bell Intrigna Inc. shall pay or cause to be paid all rates, taxes and assessments, of whatever description, that may at any time during the existence of this Agreement be lawfully imposed or become due and payable, upon or in respect of all or any part of the rights and privilege granted by this Licence.

6. BELL INTRIGNA INC.'S COVENANTS

6.1 Pay Licence Fee

Bell Intrigna Inc. shall pay, in advance, on the first day of each year of the Agreement, the Licence Fee to Canada.

6.2 Perform Covenants and Obligations

Bell Intrigna Inc. agrees to observe and perform all of the Bell Intrigna Inc.'s covenants and obligations in this Agreement.

7. CANADA'S COVENANTS

7.1 Access to Licenced Area

Canada covenants with Bell Intrigna Inc. to allow Bell Intrigna Inc. to have access to and to use the Licenced Area and the Building in the manner set out in this Agreement.

7.2 Maintenance of Licenced Area and Building

Canada shall maintain in good order and condition the Licenced Area and the Building, including providing heat, cooling, and electrical power, to the extent required, having regard to Bell Intrigna Inc.'s intended purpose in the Licenced Area.

7.3 Cooperate in Obtaining Necessary Consents

Canada agrees to cooperate with Bell Intrigna Inc. in obtaining all necessary consents of the municipality, the Department of Industry Canada, the Department of Transport and other governmental authorities having jurisdiction with respect to the construction, operation, maintenance, repair and replacement of the Cable, Equipment and Trade Fixtures and, to this end, Canada shall, without restricting the foregoing, execute all necessary authorizations to enable Bell Intrigna Inc. to obtain building permits, site plan approvals, zoning and by-law amendments, and to obtain the release of information with respect to the

Licensed Area, the Building or the Lands from any such authorities and to enable Bell Intrigna Inc. to obtain any plans or drawings from the municipality or any architect or engineer.

7.5 Perform Covenants and Obligations

Canada agrees to observe and perform all of Canada's covenants and obligations in this Agreement.

8. GRANT OF ACCESS AND PERMISSION TO PERFORM WORK

8.1 Permit Access to Install Cable and Equipment

Canada shall permit Bell Intrigna Inc., Bell Intrigna Inc.'s employees, contractors and agents, in accordance with the approval process described in paragraphs 9.1 and 9.2 of this Agreement, at Bell Intrigna Inc.'s sole expense, to:

- (a) construct an Equipment Room of approximately 7.43 square metres in a location within the Licensed Area that is acceptable to Canada; and
- (b) install and maintain Cable and Equipment within the Equipment Room in the Licensed Area as may be necessary for Bell Intrigna Inc. to operate its communications systems; and
- (c) install Cable and Equipment elsewhere within the Building and on the Lands as may be necessary for Bell Intrigna Inc. to operate its communications systems subject to Canada's consent, such consent not to be unreasonably withheld.

only if Bell Intrigna Inc. does not affect the operation, aesthetics or structure of the Building, impair telecommunication or other utility services supplied to other tenants and occupants of the Building in the sole opinion of Canada, acting reasonably.

8.2 Permit Use of Licensed Area

Canada shall permit Bell Intrigna Inc., Bell Intrigna Inc.'s employees, contractors and agents, at Bell Intrigna Inc.'s sole expense and in accordance with C.R.T.C. regulations, to:

- (a) use the Licensed Area for the purposes of providing communications services to tenants and other occupants of the Building and for no other purpose;
- (b) provide communications services to tenants and other occupants of the Building and for no other purpose;
- (c) connect the Equipment to other equipment in the Building, to connect to an Electrical Power Distribution System, and to connect to adequate grounding;

- (d) gain access to the Licenced Area 24 hours per day, 365 days per year, subject to Canada's reasonable security requirements, along with the right to perform installation, maintenance and subsequent service, testing, repairs, connections and disconnections on Bell Intrigna Inc.'s communication system, as may reasonably be required. Such access and installation rights granted are to be relied upon solely for the provision of Bell Intrigna Inc.'s services and for no other purpose. Canada shall use reasonable efforts to prevent any interruption or interference with all or any part of the telecommunication services provided by the Equipment, provided Canada shall not be liable for interruption or cessation of such services due to the failure of utilities servicing the Building. In accordance with Canada's reasonable security requirements, Bell Intrigna Inc. shall receive any keys or access cards required for such access; and
- (e) gain access to portions of the Building and the Lands, including, but not limited to, cables, chases, pedways, and raceways, as may be reasonably necessary to enable Bell Intrigna Inc. to install, use and maintain the Cable, Equipment, Trade Fixtures, interior or exterior grounding, electric power and communications lines, in order for Bell Intrigna Inc. to operate its communications system.

8.3 Interruption and Interference

Bell Intrigna Inc. and Canada agree that:

- (a) Canada's sole responsibility in the event of interruption or other effects caused by malfunction, damage or destruction of the communications cable plant shall be to repair or replace the communications cable plant as necessary to eliminate the cause of malfunction or interruption, the cost of which shall be borne by Bell Intrigna Inc. if the problem was caused directly or indirectly by Bell Intrigna Inc. In no event shall Bell Intrigna Inc. have any right to make any claims against Canada whatsoever for any damages, whether direct, indirect or consequential, in any such circumstances and Bell Intrigna Inc.'s remedy shall be limited to a claim for specific performance of Canada's obligation to repair or replace as specified above.
- (b) If, in the reasonable sole judgment of Canada, any electrical output, electromagnetic output, radio frequency or other interference, either individually or collectively, adversely affects, in any manner whatsoever, the equipment, machinery, or systems of Bell Intrigna Inc., tenants, occupants or other licencees within the Building, Bell Intrigna Inc. agrees that Canada may, at its option, shut down Bell Intrigna's Equipment upon twelve (12) hours oral notice to Bell Intrigna Inc.

9. RISER MANAGEMENT

9.1 Installation in Building Riser

Bell Intrigna Inc. agrees that Canada's consent is required to access the Building riser. Canada will make every reasonable effort to locate service within the shared tenant space already provided.

9.2 Building Riser Management to Third Parties

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

10. APPROVAL BY CANADA

10.1 Bell Intrigna Inc. to Submit Detailed Plans

Prior to doing any work within the Licenced Area, or elsewhere in the Building or on the Lands, Bell Intrigna Inc. shall submit to Canada, for approval by Canada, detailed plans, specifications, diagrams, layouts and any other drawings and documents reasonably required to describe the Equipment including all wiring designations ("Plans and Specifications") showing the size and location of the Equipment, the location of risers, and wiring connecting same to the power supply source and communication lines, for the matters contemplated in paragraphs 8.1 and 8.2 of this Agreement.

10.2 Approval by Canada

- (a) Canada agrees to notify Bell Intrigna Inc. within a reasonable time, or as otherwise reasonably negotiated between the parties, whether or not the Plans have been approved. Canada shall not unreasonably withhold or delay Canada's approval of the Plans.
- (c) The approval by Canada of the Plans shall constitute a confirmation of the licencing of the Licenced Area. Canada shall have the right to inspect the Equipment from time to time to determine that it is installed and maintained in accordance with the approved Plans. If the equipment is not installed and maintained in accordanced with the approved Plans, Canada may require Bell Intrigna Inc. to bring the Equipment into conformity within a reasonable period of time, at Bell Intrigna Inc.'s cost.

10.3 Approval Does Not Impose Obligation on Canada

The fact that Canada or the Minister has approved any drawings, plans, specifications, information or documentation, or has inspected the construction work as it progresses, shall not impose any obligation or responsibility on Canada or the Minister, and shall not operate as a waiver of any rights of Canada or operate as an estoppel against Canada with respect to any matter.

11. EQUIPMENT AND TRADE FIXTURES

11.1 Cable, Equipment and Trade fixtures are Property of Bell Intrigna Inc.

Canada and Bell Intrigna Inc. agree that, as between Canada and Bell Intrigna Inc., the Cable, Equipment and Trade Fixtures installed by Bell Intrigna Inc. are for the exclusive use of Bell Intrigna Inc. and Bell Intrigna Inc.'s customers during the Term of this Agreement.

11.2 Installations are Property of Canada

If this Agreement is not renewed then, at the end of the Initial Period of this Agreement, all installations in the Building, excluding Equipment completely contained within the enclosed Licenced Area, shall become the property of Canada.

11.3 Removal of Trade Fixtures

If this Agreement is not renewed then, at the end of the Initial Period of this Agreement, Bell Intrigna Inc. may be required to remove some or all Trade Fixtures, installed partially or wholly outside of the Licenced Area, at Bell Intrigna Inc.'s sole cost, at the option of Canada.

12. RIGHT OF TERMINATION

12.1 Immediate Termination

Bell Intrigna Inc. and Canada agree that the Licence can be immediately terminated if:

- (a) Bell Intrigna Inc. fails to submit Plans and Specifications within thirty (30) days of the Commencement Date; or
- (b) Bell Intrigna Inc. fails to install and maintain the Equipment within ninety (90) days after Canada's approval of the Plans and Specifications, Canada will have the right to terminate this Licence on thirty (30) days prior written notice to Bell Intrigna Inc; or
- (c) Bell Intrigna Inc. is adjudicated bankrupt, or adjudged to be insolvent; or
- (d) A receiver, receiver-manager or trustee of Bell Intrigna Inc.'s property and affairs is appointed; or
- (e) Bell Intrigna Inc. 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 Bell Intrigna Inc. or any of the rights under Bell Intrigna Inc.'s property under which any person other than Bell Intrigna Inc. attempts to take or occupy any of Bell Intrigna Inc.'s rights under this Licence, and the execution or attachment is not set aside, vacated, discharged or bonded within fifteen (15) days after its issue, this Licence may at the option of Canada be terminated.

12.2 Termination with Notice Period

Bell Intrigna Inc. and Canada agree that the Licence can be terminated, with three (3) months written notice, if:

- (a) Bell Intrigna Inc. merges with another Licencee, Canada will have the right to terminate this Licence should Canada determine that more than one Licenced Area provides an unfair competitive advantage; or
- (b) Bell Intrigna Inc. fails to attract tenants to use its telecommunication services; or
- (c) Bell Intrigna Inc.'s Equipment is damaged or destroyed and Bell Intrigna Inc. determines that it will not effect repairs to, or replace, Bell Intrigna Inc.'s Equipment; or
- (d) Bell Intrigna Inc. no longer requires the Equipment Room for the purpose of providing its communication services to tenants in the Building.

13. DEFAULT BY BELL INTRIGNA INC.

13.1 Canada to Notify Bell Intrigna Inc. of Default

Canada and Bell Intrigna Inc. agree that, if Bell Intrigna Inc. fails to perform its obligations as set out in this Agreement, then Canada shall notify Bell Intrigna Inc. of the default.

13.2 Remedy of Default, or Termination

Bell Intrigna Inc. shall have thirty (30) calendar days from receipt of the notice in paragraph 13.1 to remedy the default. If Bell Intrigna Inc. does not remedy the default within thirty (30) calendar days, then Canada may immediately terminate this Agreement and notify Bell Intrigna Inc. in writing of the termination.

14. SURRENDER

14.1 Upon Receipt of Termination Notice

Upon receipt of the notice of termination provided in paragraphs 12.1, 12.2, and 13.2, Bell Intrigna Inc. shall remove all Equipment from the Licenced Area, and shall repair all damage caused by Bell Intrigna Inc., Bell Intrigna Inc.'s employees, contractors and agents, according to the provisions of paragraph 3.3 of this Agreement. Any such repairs shall be carried out under the supervision and to the complete satisfaction of Canada.

15. INDEMNITY

15.1 Bell Intrigna Inc. to Indemnify Canada

Bell Intrigna Inc. shall indemnify Canada against:

- (a) all claims for bodily injury or death, property damage or other loss or damage arising from the conduct of any work or any wilful or negligent act or omission of Bell Intrigna Inc., its employees, contractors or agents, and all costs, expenses and liabilities incurred by Canada in connection with or arising out of all such claims, including reasonable legal fees;
- (b) any loss, costs, expense or damage suffered by Canada arising from any breach by Bell Intrigna Inc. of any of its covenants and obligations under this Agreement.

15.2 Canada Not Liable

Except in the case of the negligence of Canada:

- (a) Canada shall not be liable for any loss, injury, or damage to property including any structures, erections, materials, supplies, articles, effects or things at any time brought, placed, made or being on the Licenced Area;
- (b) Canada shall not be liable for any damage to the Licenced area or the contents thereof by reason of Canada entering upon the Licenced Area to undertake any examination thereof or any therein in case of emergency. If an emergency situation exists, which Canada reasonably determines to be attributable to Bell Intrigna Inc.'s Equipment, Canada shall promptly give oral notice of such emergency situation to Bell Intrigna Inc. and will have the right to immediately shut down the Equipment until such emergency situation is resolved to the satisfaction of Canada; and
- (c) Canada shall not be liable for the quality of the transmission, or for any damages arising from omissions, interruptions, delays, errors or defects in transmission suffered by Bell Intrigna Inc., or any of its customers, caused by failures or defects within the Building. To the extent that any of Bell Intrigna Inc.'s customers suffer damages arising from any of the circumstances mentioned above, Bell Intrigna Inc. will indemnify Canada from and against any such claims.

15.3 Repair by Bell Intrigna Inc.

Bell Intrigna Inc. agrees to:

- (a) at its own cost, repair any damage to any part of the Building or the Licenced Area, caused by any act or omission of Bell Intrigna Inc. or any other person for whom Bell Intrigna Inc. may be responsible in law. Any such repairs shall be carried out under the supervision and to the complete satisfaction of Canada; and

- (b) at its own cost, repair any damage to any part of another licensee's property, caused by any act or omission of Bell Intrigna Inc. or any other person for whom Bell Intrigna Inc. may be responsible in law. Any such repairs shall be carried out under the supervision and to the complete satisfaction of Canada; and
- (c) incur any costs necessary to re-establish Canada's warranty coverage should Bell Intrigna Inc. or any other person for whom Bell Intrigna Inc. may be responsible in law, nullify Canada's communications cable plant warranty.

16. WORK PRACTICES

16.1 Bell Intrigna Inc. Responsible for Safety

Bell Intrigna Inc. shall be responsible for safety related to all work that Bell Intrigna Inc. does or is required to do pursuant to this Agreement, including but not limited to the safety of Bell Intrigna Inc.'s workers, contractors, the public and other persons, Canada's property (including the Building and the Lands, any fixtures in the Building or on the Lands, and any personal property belonging to Canada), and any property of third parties.

16.2 Housekeeping

Bell Intrigna Inc. shall maintain housekeeping throughout the Licenced Area, and in any other parts of the Building and the Lands where Bell Intrigna Inc. carries on activities permitted or required by this Agreement, at a level consistent with reasonably safe conditions for all personnel and property.

16.3 Reports of Accidents and Injuries

Bell Intrigna Inc. shall report all accidents and injuries arising in or around the Licenced Area as soon as practicable, but in no case later than twenty-four (24) hours after each occurrence, to Canada and to government authorities as required by law.

17. INSURANCE

17.1 Bell Intrigna Inc. Responsible for Insurance

Bell Intrigna Inc. acknowledges and agrees that Bell Intrigna Inc. is solely responsible for insuring the Cable, Equipment and Trade Fixtures. Bell Intrigna Inc. agrees to:

- (a) carry and maintain during the Initial Period of this Agreement, in the amount of Five Million Dollars (\$5,000,000), comprehensive general liability insurance against claims for each occurrence involving death, personal injury and property damage in or about the Licenced Area and Ten Million Dollars (\$10,000,000) in the aggregate; and

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

18. ASSIGNMENT

18.1 Canada May Assign Without Bell Intrigna Inc.'s Consent

Canada may sell, convey, assign, pledge or otherwise deal with the Building, subject only to the rights of Bell Intrigna Inc. pursuant to this Agreement, without the consent of Bell Intrigna Inc.

18.2 Bell Intrigna Inc. May Not Assign Without Canada's Consent

Bell Intrigna Inc. shall not assign, sub-licence or transfer in any manner whatsoever this Licence without the prior written consent of Canada, which Canada is under no obligation whatsoever to provide.

18.3 Bell Intrigna Inc. May Not Assign as Security Without Canada's Consent

Notwithstanding Paragraph 18.2, Bell Intrigna Inc. may assign its rights or obligations in this Agreement to any affiliate of Bell Intrigna Inc., but not by way of security to a creditor of Bell Intrigna Inc., without Canada's consent.

18.4 Change of Control is not Assignment

A change of control of Canada or of Bell Intrigna Inc. is not considered an assignment for the purposes of this Agreement.

19. NON-EXCLUSIVITY

19.1 Bell Intrigna Inc. Not to Have Exclusive Use

Bell Intrigna Inc. acknowledges and agrees that:

- (a) the Licence granted to Bell Intrigna Inc. is not exclusive to Bell Intrigna Inc., and that Canada has the right to grant similar rights and privileges in respect of the Building to other parties; and
- (b) installations outside the Equipment Room shall be performed in a manner which uses the minimum amount of floor, wall, conduit, cable tray and any other non-exclusive space; and

- (c) Canada has the right to permit other telecommunication carriers access to the non-exclusive spaces. Any installation which is deemed by Canada, at its sole discretion, to restrict access by other service providers shall be altered and/or removed to Canada's satisfaction, at Bell Intrigna Inc.'s sole expense; and
- (d) Canada shall approve all installations required by Bell Intrigna Inc. outside of Bell Intrigna Inc.'s Equipment Room, such approval not to be unreasonably withheld.

20. CONFIDENTIALITY

20.1 Receiving Party

In this section, "the Receiving Party" means each party to this Agreement, and each party's employees, contractors and agents.

20.2 Receiving Party to Maintain Confidentiality

Subject to the provisions of the *Access to Information Act* and the *Privacy Act*, and to all other requirements of law, the Receiving Party shall maintain the confidentiality of all confidential information disclosed by the other party (including the existence and terms of this Agreement) and shall not copy or use any such confidential information except as contemplated by this Agreement.

20.3 Exceptions to Confidentiality

Paragraph 20.2 shall not apply to information which is or which becomes publicly known otherwise than by reason of a breach of this Agreement by the Receiving Party or has been independently developed outside the scope of this Agreement.

20.4 Minimizing Disclosure and Maintaining Confidentiality

Canada and Bell Intrigna Inc. each agree to use good faith efforts to refrain from disclosing the financial terms of this Agreement, except that either party may disclose the financial terms of this Agreement if required by law or regulation.

21. GOVERNMENT REGULATIONS

21.1 Compliance With Laws

The Parties to this Agreement shall comply with and conform to all applicable and binding laws, by-laws, legislative and regulative 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 Vancouver, the Province of British Columbia, and the C.R.T.C.

21.2 Compliance and Commercial Liability

Notwithstanding paragraph 21.1, if a government decision, law, by-law or regulation prohibits or curtails Bell Intrigna Inc.'s commercial viability, then Bell Intrigna Inc. may terminate this Agreement at any time by providing Canada with three (3) months notice. If Bell Intrigna Inc. terminates this Agreement, then Bell Intrigna Inc. shall remove all Equipment from the Licenced Area, and shall repair all damage caused by Bell Intrigna Inc., Bell Intrigna Inc.'s employees, contractors and agents, at Bell Intrigna Inc.'s sole cost, to Canada's reasonable satisfaction within a reasonable time.

22. NOTICE

22.1 Notices Must be in Writing

Unless specifically stated elsewhere in this Agreement, any notice, request, demand, consent or other communication provided for or permitted in this Agreement shall be in writing and shall be given by personal delivery, or sent by single-registered mail, or transmitted by facsimile, to the appropriate party. If forwarded by registered mail or facsimile, the communication for Bell Intrigna Inc. shall be addressed to:

BELL INTRIGNA INC.
Bow Valley RPO, P.O. Box 20067
205 – 5th Avenue S.W.
Calgary, Alberta T2P 4H3
Attention: Real Estate Operations, Facilities Division
Facsimile: (403) 237-9417

If forwarded by registered mail or facsimile, the communication for Canada shall be addressed to:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
as represented by the Minister of Public Works and Government Services,
200 - 300 West Georgia Street,
Vancouver, British Columbia V6B 6B4
Attention: Asset Manager
Facsimile: (604) 775-5636

22.2 Changes of Address

Notwithstanding paragraph 22.1, either party may change its address for purposes of receipt of any communication by giving ten (10) days prior written notice of the change to the other party in the manner prescribed in paragraph 22.1.

22.3 Receipt of Notice

Any notice given under paragraphs 22.1 and 22.2 shall be deemed to have been received on the date on which it was delivered or transmitted by facsimile.

23. RENEWAL PERIOD

Canada acknowledges its intent to renew this Agreement for an additional period of three (3) years, subject to and in accordance with the following terms and conditions:

- (a) Canada establishing a final national Access Policy for Communications Carriers by the end of the Initial Period of this Agreement; and
- (b) upon the terms and conditions of a National Licence Agreement, except for:
 - (i) the Licence Fee; and
 - (ii) any other provisions applicable only to the Initial Period.

24. OVERHOLDING

If Bell Intrigna Inc. remains in occupation of the Licenced Area following the expiration of the Term of this Agreement, such continued occupation by Bell Intrigna Inc. shall not have the effect of renewing or extending this agreement for any period of time, and Bell Intrigna Inc. shall be deemed to be occupying the Licenced Area as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement.

25. NO LEASE

The parties agree that that nothing in this Agreement nor in any acts of the parties to this Agreement shall be deemed to create any relationship between the parties other than the relationship of Licensor and Licensee. Bell Intrigna Inc. acknowledges that Canada does not by this Agreement grant to Bell Intrigna Inc. a lease or any interest in the Building or in the Lands.

26. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

No provision this Agreement shall be construed as creating a partnership, joint venture, or principal and agent relationship between Canada and Bell Intrigna Inc.

27. DIFFERENCES

27.1 Procedure for Resolution of Differences

If there is a dispute between the Parties arising out of this Agreement, the Parties agree to use the following procedure in this section prior to pursuing any other legal remedy.

27.2 Meeting

Promptly following the onset of the dispute referred to in paragraph 27.1 of this Agreement, the Parties shall hold a meeting, attended by individuals with decision-making authority, to attempt in good faith to negotiate a resolution.

27.3 Mediation

If, within thirty (30) days after the meeting referred to in paragraph 27.2 of this Agreement, the Parties have been unable to resolve the dispute, they agree to submit the dispute to mediation and to bear equally the costs of that mediation:

- (a) The Parties will jointly select a mediator. If, after thirty days, the Parties are unable to agree upon the choice of mediator, then a mediator will be chosen by the Executive Director of the British Columbia International Commercial Arbitration Centre.
- (b) The Parties agree to participate in good faith in the mediation process for a period of up to sixty (60) days, depending upon the complexity of the dispute.

27.4 Arbitration

If the mediation is unsuccessful then the Parties will submit the dispute to binding arbitration pursuant to the *Commercial Arbitration Act*. The Parties will jointly select an arbitrator. If, after thirty (30) days, the Parties are unable to agree upon the choice of arbitrator, then one will be chosen by the Executive Director of the British Columbia International Commercial Arbitration Centre.

27.5 Nature of Differences Subject to Mediation or Arbitration

Any difference between the Parties arising under this Agreement, except a difference that involves the interpretation or application of the public law of Canada (such as constitutional, administrative, criminal and tax law) including, without limitation, the interpretation of any statute relating to public law, or the exercise of any power under such law, may be referred to mediation or to an arbitration tribunal for an award and determination by written permission signed by either Party.

27.6 Powers of Arbitration Tribunal

The arbitration tribunal shall decide the difference in accordance with the laws in force in the Province of British Columbia. The arbitration tribunal shall not be authorized to decide *ex aequo et bono* or as *amiable compositeur*.

THIS AGREEMENT HAS BEEN EXECUTED on behalf of Canada by the authorized signatories of Minister of Public Works and Government Services, and Bell Intrigna Inc.

**Her Majesty the Queen in right of
Canada**

Witness

Authorized Signatory of the Minister of
Public Works and Government Services

Date July 12/01

Bell ~~Intrigna~~ Inc. by its Authorized
Signatory

VP Finance and CFO

Name of Authorized Signatory

Title of Authorized Signatory

Date June 28/01

SCHEDULE "A"

Legal Description of the Lands

Canada is the lessee of the Land and Building located in the City of Vancouver, in the Province of British Columbia described as:

All that portion of Air Space Parcel 1, Block 56, District Lot 541, Air Space, Plan LMP 22595

SCHEDULE "B"

Plan of Licenced Area