

TELECOMMUNICATIONS LEASE AGREEMENT

BETWEEN

First Capital (Domaine) Corporation

(the "Landlord")

- and -

BELL CANADA

(the "Tenant")

Building Address: 3121 AVENUE GRANBY , Montréal Quebec.

Commencement Date: December 1st, 2014

INFORMATION PAGE

This page sets out information which is referred to and forms part of the **TELECOMMUNICATIONS LEASE AGREEMENT** made as of the 19th day of March, 2015 between First Capital (Domain) Corporation ,as the Landlord and BELL CANADA as the Tenant. The information is as follows:

Building: The property municipally known as 3121 Avenue Granby . in the City of Montreal , and the Province of Quebec

Floor Area of Deemed Area: 50 sqft.

Commencement Date: 1st day of December, 2014

Rent: An annual sum of Two Thousand and Five Hundred Dollars \$2,500 payable in advance on the Commencement Date.

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

Notices:

<u>Landlord</u>	<u>Tenant</u>
First Capital Realty Inc. 85 Hanna Avenue, Suite 400 Toronto, Ontario, M6K 3S3	c/o SNC-Lavalin O&M Solutions Inc. 87 Ontario Street West, Suite 600 Montreal, QC, H2X 0A7
Attention: FCR Management Services	Attention: Dept. , Real Estate Services; and Dept. , Lease Administration
Fax: (416) 504-8803	Telecopier: (515) 840-8404
	<i>With a copy to:</i> Bell Canada, Real Estate Services 87 Ontario Street West, Floor 6 Montreal, QC, H2X 1Y8
	Attention: Senior Specialist, Asset Management Telecopier: (514) 391-7990

Prime Rate Reference Bank: The Bank of Montreal.

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

Term: The period starting on the Commencement Date, and ending on the 30 day of November 2019.

TELECOMMUNICATIONS LEASE AGREEMENT

This License Agreement made as of this 8th day of May, 2015.

B E T W E E N:

First Capital (Domain) Corporation

(hereinafter the "**Landlord**")

- and -

BELL CANADA

(hereinafter the "**Tenant**").

1. DEFINITIONS

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

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

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

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

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

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

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

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

"Communications Equipment": cabinets, racks, electronic equipment and other equipment installed, or to be installed by the Tenant, in the Deemed Area all as described in Schedule "B" and such other equipment as may be installed by the Tenant during the Term and Renewal Term, as approved by the Landlord in accordance with Section 7.

"Communications Spaces": telecommunications pathways and cable pathways designated by the Landlord in Schedule "D" for use by the Tenant to provide Services to tenants and occupants

of the Building and such other pathways used by the Tenant during the Term and Renewal Term as approved by the Landlord in accordance with Section 7.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware as described in Schedule "C" installed, or to be installed by the Tenant, through the Entrance Link, and the Communication Spaces, and such other connecting equipment as may be installed by the Tenant in the Building during the Term and Renewal Term, as approved by the Landlord in accordance with Section 7, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

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

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

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

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

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

"Entrance Link": the coresleeve, or other penetration designated by the Landlord through the Building's foundation walls or elsewhere as indicated in Schedule "D" containing the Entrance Cable.

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

"Event of Default": defined in Section 18.

"Rent": the annual sums stated as the Rent on the Information Page.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenals, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

"Hydro": the annual sums stated as the Hydro on the Information Page.

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

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

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

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

"Lands": the lands occupied by the Building.

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

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

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

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

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

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

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

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

execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Exhibit "I" and provided by the Riser Manager) fees in relation to a Riser Manager.

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

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

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

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

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

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

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

2. GRANT

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

- (iii) an event of Force Majeure as provided in Section 30.
- (c) The Tenant shall have a non-exclusive License to use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building. The Tenant is expressly forbidden to serve other properties from the Building.
- (d) The Landlord may at any time, require the Tenant, to relocate within the Building any or all of the Tenant's Equipment, and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Landlord, (a "**Relocation Notice**") the Tenant shall relocate the Tenant's Equipment and the Deemed Area. If the Relocation Notice requires the relocation to occur within the first two (2) years after the Commencement Date, the Landlord will be solely responsible for the direct, reasonable, out of pocket expenses of the relocation (the "**Relocation Costs**"), and if the Relocation Notice does not require the relocation to occur until after that two (2) year period, the Relocation Costs will be shared equally by the Landlord and the Tenant unless the relocation is primarily to accommodate another supplier of Services. In that case, the Tenant will not be required to pay any part of the relocation costs. The Landlord shall permit the Tenant to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Tenant, will, within fifteen (15) days after its receipt deliver written notice to the Landlord setting out detailed particulars of its estimate of the Relocation Costs and, the Landlord will be entitled to rely upon that estimate in proceeding with the relocation. The Landlord may at any time within fifteen (15) days after receipt of the Tenant's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Tenant to that effect.
- (e) The Landlord makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Tenant's use. The Tenant assumes all risk at its cost in respect of such suitability.
- (f) The Landlord may grant, renew or extend similar licenses to other suppliers of telecommunications services. The License granted by this Agreement may only, and will automatically, be revoked contemporaneously with the expiry or termination of this Agreement in accordance with the terms hereof.
- (g) The Landlord agrees to provide reasonable assistance to the Tenant in improving the space and operating efficiencies within the Building by undertaking the following, at the Tenant's cost, at the request of the Landlord and within timeframes approved by the Landlord, acting reasonably:
 - (i) identifying the equipment, wires, Cables, cabinets, racks, and other items previously installed by the Tenant or its predecessors in the Building (such items being referred to collectively as "**Existing Equipment**");

- (ii) Upon reasonable request from the Landlord, taking necessary steps to achieve improved space and operating efficiencies in connection with specific cases, and examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Landlord, but subject to Section 2(d); and
 - (iv) upon request from the Landlord and with reasonable time to respond in the circumstances, providing to the Landlord its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Landlord's insurers.
- (h) The relationship between the Landlord and the Tenant is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking.

3. RENT

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

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page.
- (b) Provided that the Tenant is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless the Tenant gives the Landlord at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of the Tenant's intention not to renew. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) any further right to renew, (ii) Section 2(g), and (iii) the Rent, which will increase at the start of the first

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

5. USE

The Tenant shall have a non-exclusive Licence to use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in the Building. The Tenant and its employees, contractors and agents must be properly certified or licensed by the appropriate governing bodies to provide its Services. This Agreement does not provide for the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

6. ELECTRIC UTILITIES

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

7. CONSTRUCTION

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

Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption, provided, however, that in the event of any changes in respect of any installed equipment, Tenant shall provide to Landlord an amended "Bay Layout".

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

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

- (d) The Tenant shall label each Cable installed by the Tenant on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Landlord might reasonably require. The labelling will be in a format approved by the Landlord acting reasonably.
- (e) The Tenant shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Landlord prior to commencement of construction and work. The Tenant's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Tenant's operations.
- (f) The Tenant shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways or any other common areas of the Building.
- (g) The Tenant may amend or supplement the Plans and Specifications approved by the Landlord, from time to time, with the written consent of the Landlord, for the

purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 7 shall apply.

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

8. COVENANTS

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

any applicable value added taxes and similar taxes such as "HST" or "GST", payable forthwith on demand against receipt of invoice from Landlord.

- (iv) The Tenant's Equipment shall not disrupt, adversely affect, or interfere with other providers of communications services in the Building, the Building's operating, elevator, safety, security, or other systems, or with any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Tenant shall correct such disruption, adverse effect or interference as soon as possible but not more than twenty-four (24) hours after receiving written notice of such disruption, adverse effect or interference provided that if the correction cannot be completed within twenty-four (24) hours and Tenant has commenced, and is exercising due diligence to complete, the corrective action, then within forty-eight (48) hours.
- (v) The Tenant will comply with all Building rules, including respecting access, as periodically adopted by the Landlord acting reasonably, and any applicable laws and regulations, and will cause its agents, employees, contractors, invitees and visitors to do so.
- (vi) The Tenant will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance, operation and repair of the Deemed Area, the Equipment Room, the Tenant's Equipment and In-Building Wire, including the Tenant's provision of services.
- (vii) The Tenant will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties (collectively, "**third party rights**") in respect of any part of the In-Building Wire and will not grant the right to, or permit, any third parties to remove any of the Tenant Equipment from the Lands or Building. Despite the foregoing, the Landlord acknowledges and agrees that the Tenant is permitted to allow other local exchange carriers to connect to and use copper In-Building Wire under its responsibility and control and conversely, to connect to and use copper In-Building Wire under the control and responsibility of other local exchange carriers, at no cost.
- (viii) Except as required or mandated by the CRTC, the Tenant will not permit any other TSP to co-locate equipment in its Deemed Area nor will it permit any third party supplier to Cross Connect to any of the Tenant's Equipment or to use any part of the Tenant's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.
- (ix) The Tenant will not use any part of the Tenant's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of

the Tenant's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.

- (x) The Tenant will strictly comply with all occupational health and safety legislation, Workers' Compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
 - (xi) If the Landlord elects to retain a Riser Manager, the Tenant will, to the extent directed by the Landlord (i) recognize the Riser Manager as the duly authorized representative of the Landlord, 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 Tenant in its sole discretion, the Tenant shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
 - (xii) The Tenant shall maintain the confidentiality of, and not disclose to any person, any information pertaining to the non-public areas of the Building, and its layout and specifications, except to its employees, contractors and agents with a need to know such information in order to perform the Services.
- (b) The Landlord covenants:
- (i) To operate, repair and maintain the Building and Building systems necessary for the Tenant to perform the Services and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
 - (ii) That any consent or approval of the Landlord pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed, except as is expressly provided for;
 - (iii) Subject to the Tenant reimbursing the Landlord for the Landlord's reasonable costs in doing so, and subject to payment to the Landlord of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Tenant to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Tenant's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
 - (iv) If the operation of the Tenant'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 Landlord shall, to the extent that it is commercially reasonable, upon being provided by the

Tenant with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Tenant and such third parties to work co-operatively to ameliorate the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

9. ACCESS

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

provided that in any event the Tenant, within five (5) Business Days following any such entry, shall provide to the Landlord a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

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

10. INSURANCE

- (a) The Tenant shall maintain in force, at its expense, during the Term of this Agreement and any Renewal Term, a policy of Commercial General Liability Insurance issued by an insurer acceptable to the Landlord, acting reasonably, insuring the Tenant and, as additional insureds, the Landlord, the Owner(s), the Released Landlord Persons, any property manager or any lender that holds security on the Building that the Landlord may reasonably designate by written notice, only in respect of matters related to the operations of the Tenant in the Building, with a combined single limit of Ten Million Dollars (\$10,000,000.00) per occurrence for bodily injury or death or physical damage to tangible property including loss of use, physical damage to the Building and tangible property of the Landlord or any tenant or occupier in the Building or bodily injury or death of the Landlord's employees, or bodily injury or death or physical damage to tangible property suffered by any of the customers of the Tenant and their employees in the Building. The Tenant's liability insurance may be composed of any combination of a primary policy and an excess liability or "umbrella" insurance policies, will contain owners' and contractors' protective coverage, standard non-owned automobile coverage, contingent employer's liability insurance, a cross liability and severability of interests clause, and be written on an occurrence basis.
- (b) The Tenant will also maintain (i) an automobile liability insurance policy, (ii) all risk property insurance on the Tenant's Equipment with a sufficient insured limit to cover its replacement cost and with a waiver of subrogation against the Landlord from the property insurers; and (iii) business interruption insurance (for which Tenant may self-insure).
- (c) The Tenant's insurance shall be primary insurance insofar as the Landlord and the Tenant are concerned, it being understood and agreed that any insurance maintained by Landlord shall be excess with respect to, and to the extent of, claims arising from the negligence of the Tenant and those for whom it is responsible at law.
- (d) The Tenant shall provide proof of such insurance to the Landlord prior to Commencement Date and in any event prior to any access by Tenant to the Lands

and Buildings or the commencement of any construction, which such insurance shall require that the Landlord be notified, in writing, that a policy will be cancelled at least thirty (30) days prior to such cancellation. Tenant shall provide Landlord thirty (30) days prior notice of any reduction in the required insurance limits or in the types of required coverages, as contemplated in this Section 10. Annually, on the anniversary of the Commencement Date, or upon renewal of the respective policies as the case may be, the Tenant shall provide proof of such insurance in the form of insurance certificates signed by the Tenant's insurance brokers or its insurers' authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) and acceptable to the Landlord, acting reasonably.

11. RELEASE BY TENANT

In no event will the Landlord be liable to the Tenant and the Tenant releases the Landlord for:

- (a) any damage to the Tenant's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Tenant hereunder, it being acknowledged by the Tenant that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Tenant;
- (c) the activities of any third party, under the terms of another telecommunications access license or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Tenant's Equipment or result in the interruption of any service by the Tenant;
- (e) any claims by tenants and other occupants of or visitors to the Building related to the Services or the Tenant's Equipment howsoever resulting or caused, except to the extent caused by the gross negligence of the Landlord and others over whom it is responsible at law;
- (f) the inadequacy of any utility service, or the loss of or the failure to provide any utility service causing property damage or personal injury. The Tenant acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Tenant further acknowledges that any sensitive Equipment in and on the Building will be protected by the Tenant from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or
- (g) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property referred to in paragraph (a), or damage to property in respect of which the Tenant maintains property insurance

coverage or is required to maintain property insurance in accordance with the terms of this Agreement, it being acknowledged that the Landlord, in requiring the Tenant to maintain property insurance, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Landlord or Released Landlord Persons.

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

12. INTENTIONALLY DELETED

13. LIENS - EXPANDED MEANINGS - AGENCY AND TRUST

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

14. CONSEQUENTIAL DAMAGES

Neither the Landlord nor the Tenant will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages or for

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

15. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Landlord reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Tenant to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Tenant and on terms and conditions acceptable to the Tenant. If the Landlord assumes responsibility and control of in-building wire installed by the Tenant, it will be entitled to recover the reasonable costs of its maintenance and management to the extent not prohibited by the CRTC.

16. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE TENANT

- (a) The Tenant shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Landlord which consent may not be unreasonably withheld. Despite what is stated above, the Tenant may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Landlord, to a purchaser of substantially all of the assets of the Tenant if: (i) the assignee executes an agreement with the Landlord to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Landlord incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of Bell Canada, an assignment in respect of which the Landlord's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Landlord those reasonable particulars which the Landlord requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Landlord reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Tenant from any liability or obligation under this Agreement, unless the Landlord provides a release in writing to the Tenant.
- (c) Except as required or mandated by the CRTC and as provided for in this Agreement, the Tenant will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any Lender without the Landlord's prior written consent.

- (d) Despite what is stated above, the Tenant will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking provided that at the time of such assignment an Event of Default has not occurred and is continuing. However, this permission does not imply or allow the inference that the Landlord waives, or is willing to forbear from the exercise of, its rights and remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Tenant in respect of this Agreement, including but not limited to the restrictions set out in this Section 16.

17. HAZARDOUS MATERIALS

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

18. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Tenant under this Agreement:
 - (i) the Tenant defaulting in the payment of any License Fee, amount, or portion thereof, or other sum of money due to the Landlord and such default continues for more than Five (5) Business Days, after written notification of such default by the Landlord to the Tenant;
 - (ii) there is interference with the telecommunications or computer equipment of the Landlord, any tenant, or any other occupant of the Building or any other telecommunications or computer devices provided in the Building by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Tenant's Equipment, which interference is not cured within forty-eight (48) hours of the Tenant's receipt of written notice by the Landlord of such interference;
 - (iii) the revocation of the Tenant's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Tenant's providing of such services;
 - (iv) the Tenant's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding or proceedings under the Companies' Creditors Arrangement Act (Canada) by or against the Tenant; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Tenant for the appointment of a trustee, monitor, receiver, receiver and manager, liquidator or similar official of

the Tenant or of any of the Tenant's property or a proceeding by any governmental authority or other person for the dissolution, winding up or liquidation of the Tenant;

- (v) the appointment of a receiver, receiver and manager, or any other representative in connection with any default by the Tenant under any loan or debt obligation;
 - (vi) the ceasing of the Tenant to carry on business in the ordinary course; and
 - (vii) if the Tenant shall default in the observance or performance of any of the Tenant's other obligations under this Agreement and such default shall continue for more than ten (10) Business Days after written notification of such default by the Landlord to the Tenant.
- (b) Upon or after the occurrence of an Event of Default the Landlord may elect to terminate this Agreement without limiting its other remedies.
 - (c) If the Landlord shall default in the observance or performance of any of the Landlord's obligations under this Agreement, and such default shall continue for more than ten (10) Business Days after written notification of such default by the Tenant to the Landlord, the Tenant may terminate this Agreement without limiting its other remedies.

19. RESTORATION OBLIGATIONS

At the expiration or earlier termination of this Agreement the Tenant shall, at the Tenant's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Tenant's Equipment except any part of it that by agreement between the Tenant and the Landlord has been acquired by the Landlord, and all of the Tenant's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Tenant's Equipment shall be subject to any CRTC-mandated obligations upon the Tenant to provide services to other TSP's. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Landlord's sole option, (i) be removed and stored by the Landlord at the Tenant's expense (and the Tenant will pay an administration fee equal to fifteen percent (15%) of the expense), or (ii) become the property of the Landlord without compensation to the Tenant. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination, or that arise hereunder by reason of the removal of the Tenant's Equipment and other equipment or property, which claims or obligations shall survive such termination. The Tenant further covenants, at its sole cost and expense, to repair or refinish all damage caused by the original placement, instalment, operation or removal of the Tenant's Equipment. If the Tenant fails to repair or refinish any such damage, the Landlord may, in its sole discretion, repair or refinish such damage and the Tenant shall reimburse the Landlord of all costs and expenses incurred in such repair or refinishing and will pay to the Landlord an administration fee equal to fifteen percent (15%) of the cost. The Tenant will provide to the Landlord upon completion of the removal of the Tenant's Equipment an engineer's report confirming completion of the removal in accordance with this Agreement.

20. LANDLORD'S ALTERATIONS

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

21. NOTICES

Any demand, notice or other communication to be made by given in connection with this Agreement shall be in writing and shall be deemed received by the recipient on the date of delivery, provided that delivery is made before 5:00 p.m. on a Business Day, failing which receipt shall be deemed to have occurred the next following Business Day. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as stipulated on the Information Page. Notices given by electronic means will not be considered to have been given in writing.

22. TENANT'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

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

23. LICENSE ONLY

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

24. LIMITATION OF LIABILITY

The obligations of the Landlord under this Agreement shall no longer be binding upon the Landlord if the Landlord or Owner(s) sells, assigns or otherwise transfers its interest in the Building as owner or lessor (or upon any subsequent Landlord or owner after the sale, assignment or transfer by such subsequent Landlord). If there is such a sale, assignment or

transfer, the Landlord's obligations shall be binding upon the grantee, assignee or other transferee of the interest, and any such grantee, assignee or transferee, by accepting such interest, shall be deemed to have assumed those obligations. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. For greater clarity, nothing in this Section releases the Landlord from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

25. SPECIFIC TERMINATION RIGHTS

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

- (a) where the Building has been destroyed, or damaged to such an extent that it is not feasible to repair it within a period of one hundred and eighty (180) days after the damage;
- (b) where the Deemed Area or the Communications Spaces become damaged and, it is not feasible to restore them within ninety (90) days after the damage;
- (c) where the Building is expropriated by a lawful authority;
- (d) where the Landlord wishes to redevelop, or otherwise alter the Building in such a manner as to, in the Landlord's opinion, make the relocation of any part of the Deemed Area or the Tenant's Equipment not feasible;
- (e) the Tenant no longer provides Tenant's Services in the Building;
- (f) the Tenant is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Tenant Services; or
- (g) the Building is no longer a "Multi-Dwelling Unit Building" as defined by the CRTC.

26. ESTOPPEL CERTIFICATES

The Tenant will provide to the Landlord from time to time, within ten (10) Business Days of the Landlord's written request in each case, at no cost to the Landlord, a statement duly executed by the Tenant confirming that this Agreement is in good standing confirming, the Fees payable and the Fees actually paid to any date specified by the Landlord for the statement confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled, and any other information that the Landlord reasonably requests pertaining to this Agreement or Building.

27. INTENTIONALLY DELETED

28. SEVERAL OBLIGATIONS - NON-RECOURSE

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

29. ENTIRE AGREEMENT

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

30. TENANT'S REPRESENTATION

The Tenant represents to the Landlord and acknowledges that the Landlord relies upon this representation and would not have entered into this Agreement but for that representation, that, the construction, design and operation of the Tenant's Equipment includes back-up, redundant and "fail safe" features so that the risk of damage, malfunction or disruption of the Tenant's Equipment disrupting service to customers or other third parties utilizing that network and equipment (except for telecommunication services between (i) the customers of the Tenant or the customers of telecommunication service providers that lease local loops from the Tenant to serve customers within the Building and (ii) persons communicating with those customers) is minimized.

31. FORCE MAJEURE

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

32. IMPLIED WAIVERS

A waiver by the Landlord or the Tenant of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition

of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Landlord or the Tenant, as the case may be.

33. SEVERABILITY

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

34. GOVERNING LAW

The relationship between the Landlord and the Tenant shall be deemed to be a "landlord-tenant" relationship and, save and except if provided herein otherwise, the supplementary provisions of Chapter IV of the *Civil Code of Québec* entitled "Lease" shall apply herein.

35. REGISTRATION

The Tenant shall have the right to register the present Agreement on title to the Lands and the Building, in accordance with the applicable provisions of the *Civil Code of Québec*. The Registration is to be done by notice and must be approved by the Landlord before registration.

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

First Capital (Domaine) Corporation

(Landlord)

Per: _____

Name:

Title: VICE PRESIDENT

Per: _____

Name:

Title:

I/We have authority to bind the corporation

BELL CANADA

(Tenant)

Per: _____

Name:

Title:

Senior Specialist

- Asset Management

Per: _____

Name:

Title:

SCHEDULE "B"

COMMUNICATIONS EQUIPMENT DETAILED DESCRIPTION

(if applicable)

SCHEDULE "C"

CONNECTING EQUIPMENT PLANS AND DESCRIPTION

(if applicable)

SCHEDULE "D"

**DESIGNATED PARTS OF BUILDING
COMMUNICATIONS SPACES**

(if applicable)

EXHIBIT "I"

RECOVERABLE COSTS

The Recoverable Costs are the costs of:

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