



Master Agreement #:
Agreement #: 1-580707215

**TELECOMMUNICATIONS LICENSE AGREEMENT
for 40 King Street West, Scotia Plaza, Toronto, Ontario**

THIS LICENSE made as of the 1st day of June, 2010 (the "Effective Date")

BETWEEN:

THE BANK OF NOVA SCOTIA
(the "Licensor")

- and -

BELL CANADA
(**"Bell Canada"**)

and-

BELL MOBILITY INC.
(**"Bell Mobility"**)

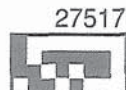
(Bell Canada and Bell Mobility are each hereinafter collectively referred to as the
"Licensee")

WHEREAS:

1. The Licensor is the landlord of buildings municipally known as 40 King Street West, 102-104 Yonge Street, and 11 Adelaide Street West, respectively, in the City of Toronto and has the full right and authority to enter into this License in respect of the Complex;
2. The owner of the building municipally known as 44 King Street West, in the City of Toronto, has granted to the Licensor the full right and authority to enter into this License as its agent;
3. SPE Operations Ltd., an entity related to the Licensor, and Bell Canada previously entered into a Telecommunications License Agreement with an effective date of May 1, 2005 in respect of the grant to Bell Canada of access to the Complex (the "**Prior Telecommunications License Agreement**");



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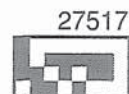


4. The Prior Telecommunications License Agreement was amended by a License Amending Agreement between the Licensor and Bell Canada, effective September 1, 2009, to add Bell Mobility as a party to the Prior Telecommunications Access Agreement;
5. The Prior Telecommunications Access Agreement, as amended by the License Amending Agreement, has renewed according to its terms;
6. The Licensee wishes to continue to provide Services in the Complex;
7. In order to provide Services in the Complex, the Licensee requires a license to access and use the MTR, the Equipment Room, the Caged Area(s), and certain other space in the Complex to construct, install, connect, test, operate, maintain, repair, disconnect, service, upgrade, modify, replace and remove the Equipment;
8. The Licensor has agreed to grant the Licensee the license it requires on the terms and conditions set out herein and the parties have agreed that, as of the Effective Date of this License, this License supercedes and replaces the Prior Telecommunications Access Agreement as amended by the License Amending Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this License and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:



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1. Schedules

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

- (a) Schedule "A" – Description of the Lands;
- (b) Schedule "B" – Location of MTR Space, and the Caged Area of the Equipment Room;
- (c) Schedule "C" – Definitions;
- (d) Schedule "D" – License Fee and Space Allocation;
- (e) Schedule "E" – Rules and Regulations;
- (f) Schedule "F" – Licensors and Licensee's Work;
- (g) Schedule "G" – Interference;
- (h) Schedule "H" – Role of the Consultant;
- (i) Schedule "I" – Location of the DAS

as amended from time to time, and such additional schedules as the parties may hereafter agree in writing to include in this License.

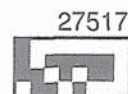
2. Grant

2.1 As of the Effective Date, this License supercedes and replaces the Prior Telecommunications Access Agreement, as amended by the License Amending Agreement.. The Licensor hereby grants the Licensee the right to operate the Equipment in the Complex in order to: (i) provide the Services to tenants, licensees and other occupants of the Complex; (ii) as required by the CRTC, to permit other local exchange carriers to cross-connect to Bell Canada's IBW in accordance with Section 6(c); and (iii) as required, to permit Third Party Service Providers and Other DAS Users to connect to Bell Mobility's DAS. In order to provide such Services, the Licensee may, in accordance with this License:

- (a) construct, install, connect, test, operate, maintain, repair, service, upgrade, disconnect, modify, replace and remove the Equipment;



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- (b) subject to the Licensee's compliance with the Rules and Regulations, use the Buildings, MTR, Equipment Room, Caged Area(s) and Lands including the Entrance Links, the Main Distribution Frame, and all Pathways as necessary for the provision of the Services;
- (c) connect the Entrance Cable to the Wireline Equipment and the Main Distribution Frame, through the MTR and Equipment Room (as the case may be);
- (d) connect elements of the Equipment to the IBW of Bell Canada and with the approval of the Licensor, to other equipment or Cable in the Complex including the electric power distributing system within the Complex ; and
- (e) connect the Equipment to the Fibre Optic Cable of Bell Mobility and Bell Canada and with the approval of the Licensor, to other equipment or Cable in the Complex including the electric power distributing system within the Complex.

Licensee acknowledges that it has inspected the Equipment Room, the Caged Area(s), the MTR and such other areas as may be required by the Licensee for the provision of the Services and has found same satisfactory for its purposes and its operations under this License.

2.2 In order that the Licensee has the access required to exercise the rights granted above, Licensor grants the following license regarding access:

- (a) an exclusive license to access and use the Caged Areas and the MTR Space;
- (b) subject to Sections 2.2(d) and 2.4, a non-exclusive license to access and use the MTR, the Equipment Room, the location(s) of the DAS described in Schedule "I" and those portions of the Complex and common areas or facilities, necessary to bring the Entrance Cable from the property line of the Lands through the Entrance Links of the Buildings, to the Equipment Room, the MTR and all related Pathways;
- (c) except when prevented by failure of electric or other power or by reason of repairs or other causes beyond the control of the Licensor, a non-exclusive license to use at least one (1) service elevator, the stairways and the passages therefrom at all times, subject to compliance with the Rules and Regulations; and



- (d) a non-exclusive license to use, during the business hours for the Complex in compliance with the Rules and Regulations, and in common with all other persons entitled to use them, the parts of the common facilities and common areas appropriate, intended and designated from time to time by the Licensor for the purpose of this License.

2.3 All access granted herein may be exercised by the Licensee twenty-four (24) hours per day, three-hundred and sixty-five (365) days per year subject to:

- (a) the Licensor's reasonable Rules and Regulations as set out in Schedule "E";
- (b) Licensor's emergencies; and
- (c) any event or act of Force Majeure as provided in Section 25.

2.4 This License shall not constitute a right by the Licensee to have or claim a property interest in, or leasehold interest in any part of the Complex.

2.5 The Licensee accepts the licenses and access rights granted in Section 2.2 on an "as is/where is" basis.

3. Fees and Additional Costs

3.1 (a) Unless otherwise agreed to by the parties in writing, beginning on the Commencement Date, and on each successive anniversary date of the Commencement Date annually during the Initial Term thereafter, Bell Canada agrees to pay to the Licensor an annual fee equal to CAD \$25/sq. ft. of the square footage in the MTR Space and the Caged Area(s) of the Equipment Room (the "**Bell Canada License Fee**"). The Bell Canada License Fee for each Extension Term shall be determined as set out in Section 4.2 below, and Bell Canada shall pay the agreed Bell Canada License Fee for all Extension Terms that are exercised as at the commencement of each such Extension Term and annually thereafter during such Extension Term.





(b) Unless otherwise agreed to by the parties in writing, beginning on the Commencement Date, and on each successive anniversary date of the Commencement Date annually during the Initial Term thereafter, Bell Mobility agrees to pay to the Licensor an annual fee of \$2,000.00 (the "**Bell Mobility License Fee**"). The Bell Mobility License Fee for each Extension Term shall be determined as set out in Section 4.2 below, and Bell Mobility shall pay the agreed Bell Mobility License Fee for all Extension Terms that are exercised as at the commencement of each such Extension Term and annually thereafter during such Extension Term.

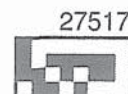
3.2 Bell Canada agrees to pay the Bell Canada License Fee to the Licensor without any set-off, deduction or abatement whatsoever, in equal advance monthly payments, due the first day of each month throughout the Initial Term and all Extension Terms.

3.3 In addition to the License Fee, the Licensee agrees to pay for all other reasonable costs incurred by the Licensor in connection with this License, including without limitation:

- (a) the costs associated with the installation by the Licensor of a check meter to measure the electrical consumption of the Equipment and the Licensee agrees to pay for such electrical consumption based on the metered use of same. In the event the Licensor elects not to install a check meter and in the event the electrical consumption is not included in the License Fee, then the Licensor and Licensee shall, acting reasonably, estimate the amount of the electricity to be consumed by the Licensee, which amount shall be paid annually and in advance throughout each year of the Initial Term, and any Extension Term, as applicable. If the annual estimated payment by the Licensee is less than actual consumption of the electricity then the difference shall be refunded to the Licensor within sixty (60) days of the determination of the actual electrical consumption. If the annual estimated payment is greater than the actual consumption of the electricity then the difference shall be refunded to the Licensee within sixty (60) days of determination of the actual electrical consumption;
- (b) any business taxes, realty taxes and other taxes imposed upon the Licensor, (save and except any income or capital taxes), on account of the Equipment being anywhere on the Complex, including in the MTR Space, the Caged Areas of the Equipment Room, all other Caged Area(s) and Pathways, as well as applicable sales taxes with respect to any amounts paid by the Licensee to the Licensor under this License; and
- (c) such other reasonable costs as may be agreed to by the parties in writing.



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3.4 If the Licensee fails to pay when due any invoiced amounts due under this License, interest shall accrue on the unpaid amount from the due date to the date of payment at the rate per annum which is 3% above the then current prime interest rate charged by the Licensors bank and shall be payable by the Licensee to the Licensor forthwith on demand. All amounts owed by the Licensee under this License shall be invoiced by the Licensor and paid by the Licensee within sixty (60) days from the receipt of the invoice.

4. Initial Term and Extension Term

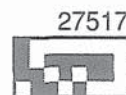
4.1 This License is for a term of six (6) years, commencing on June 1, 2010 and expiring on May 31, 2015 (the "Initial Term"). The Initial Term shall thereafter automatically be extended for a maximum of two (2) consecutive periods of five (5) years each (an "Extension Term") on the existing terms and conditions as contained in this License, (save and except that there shall be no further right to extend beyond the end of the second (2nd) Extension Term) as may be modified from time to time by the parties, unless either party, not less than one hundred and twenty (120) days prior to the end of the Initial Term or the then-current Extension Term, as the case may be, provides written notice to the other party that the notifying party does not wish to extend this License in which case this License shall terminate upon the expiry of the Initial Term or the then-current Extension Term, as the case may be.

4.2 The annual License Fee to be paid during the Extension Terms will be determined by agreement between the parties based upon a rate equivalent to the rate for the alternate use of the space. If the parties cannot agree to the annual License Fee payable during any Extension Term as described above, ninety (90) days prior to the expiration of the Initial Term or Extension Term, as the case may be, the annual License Fee payable during such Extension Term shall be determined by arbitration in accordance with the provisions of Section 26 of this License, subject to Section 22 of this License.

4.3 If the determination of the amount of the annual License Fee payable during the Extension Term is delayed beyond the commencement of the Extension Term, the Licensee will continue to pay the License Fee in the amount payable during the immediately prior initial Term or Extension Term, as the case may be. When the annual License Fee for the Extension Term is determined, the Licensor will refund any overpayment of the License Fee or the Licensee will pay any deficiency in the License Fee, as applicable.



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5. Installation & Maintenance of Equipment

5.1 The Licensee will be required and hereby agrees to obtain all required permits and approvals at its cost prior to installing any Equipment and prior to making any changes, additions, improvements or alterations to same.

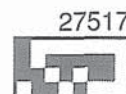
5.2 The Licensee will:

- (i) provide Engineered Plans for approval by the Licensor including X-rays of the applicable part(s) of the Building foundation or structural elements, prior to any construction, installation, modification or replacement of Equipment which requires penetration of a Building's foundation or which impacts the structural elements of a Building, such plans to be prepared by a Licensor approved engineer;
- (ii) provide Working Drawings for approval by the Licensor approval of which shall not be unreasonably withheld, conditioned or delayed, prior to any construction, installation, modification or replacement of Equipment which impacts the base Building systems or base Building. Such Working Drawings to be prepared by the Licensee or its contractors, or by the Licensor's contractors, at the option of the Licensee; and
- (iii) provide Working Drawings for approval by the Licensor approval of which shall not be unreasonably withheld, conditioned or delayed, prior to a material installation of Equipment which would materially impact the availability of space within the Pathways.

All construction, installations, modifications and replacement of Equipment requiring Licensor approval as above, are to be in accordance with the plans and specifications approved by the Licensor, and such work shall be subject to supervision by the Licensor. All such approvals by Licensor shall not be unreasonably withheld, conditioned or delayed. The Licensee covenants to install the Equipment in accordance with the Working Drawings or Engineered Plans as approved by the Licensor. All Working Drawings and Engineered Plans approved in writing by the Licensor shall be incorporated by reference hereto and form a part of this License. In the event of a conflict between a Working Drawings and Engineered Plans approved in writing by the Licensor and this License, such approved Working Drawings and Engineered Plans shall govern.



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5.3 (a) The Licensee acknowledges and agrees that the: Buildings, MTR, Caged Area(s), Equipment Room, Lands, Entrance Links, Main Distribution Frame, and all Pathways, (collectively, the “**Building Elements**”) are “as is, where is”.

(b) The parties agree that it shall be the Licensee’s sole obligation and not that of the Licensor, to construct, install, connect, test, service, upgrade, disconnect, modify operate, maintain, repair and replace or remove all of the Equipment, and to pay for all architectural, electrical or mechanical upgrades or costs (such as, without limitation, repairs or upgrades to ceilings, electrical power systems and HVAC systems) that may be necessary by reason of the installation, operation, replacement or upgrading of any Equipment.

5.4 Licensor and any person authorized by Licensor shall have the right at any time and from time to time, except in the case of a real or perceived emergency, in which event no notice shall be required, to do any or all of the following:

- (a) with forty-eight (48) hours prior written notice to the Licensee, to install, maintain and/or repair pipes, wires, ducts or other installations, in, under or through the MTR Space, Caged Area(s) or Equipment Room for or in connection with the supply of any services to the MTR Space, Caged Area(s) or Equipment Room or for or in connection with the supply of any services or repair of other parts of the Complex where it is necessary to access the MTR Space, Caged Area(s) or Equipment Room in order to provide such services or make such repairs; and
- (b) with ten (10) Business Days prior written notice to the Licensee, to install, maintain, and/or repair additional telecommunication facilities in the Complex, from time to time as Licensor may desire, provided such facilities do not physically interfere with the Equipment or the Licensee’s delivery of the Services.

Upon entry, except in the case of a real or perceived emergency, the Licensor shall be accompanied by an employee, agent or other representative of the Licensee, and the Licensor shall not take any action while in the MTR Space or Caged Area(s) that could adversely affect the Equipment or Services, including, without limitation, disconnecting the electrical power supply to any Equipment or disconnecting or shutting down the Services in any way whatsoever, unless the Licensor has obtained the prior written consent of the Licensee to do so or unless same is necessary or unavailable due to a real or perceived emergency.





5.5 The Licensor may appoint a third party consultant to represent the Licensor's interest hereunder as per Schedule "H" (the "Consultant").

6. Cable Provisions

Provisions of this Section are included in this License to define the relationship between the Licensor and Licensee with respect to the installation and operation of Cable in the Complex, and the use of Pathways.

(a) Licensee's Cable

During the Initial Term and any Extension Term of this License, the Licensee shall be granted access to the Pathways for the purpose of installing the Entrance Cable, IBW and Fibre Optic Cable and coaxial cable for the Licensee's use in the Pathways in quantities and in accordance with specifications, in both cases, approved by the Licensor in accordance with Section 5.2 of this License. Any installation work, or other work undertaken by the Licensee, shall be in accordance with Section 5.2 of this License. In accordance with Section 5.2 of this License, the Licensee shall provide the Licensor with Engineered Plans or Working Drawings as required. The Licensee shall not begin any work until the Licensor's written approval (not to be unreasonably withheld, conditioned or delayed) of the Engineered Plans or Working Drawings have been received. At the time of submitting a written request for such approval to the Licensor, the Licensee shall provide the Licensor with complete information relating to the work to be performed and the specifications related to the Entrance Cable, IBW and, if applicable, Fibre Optic Cable, to be installed and information related to the installation, repair and maintenance thereof (including without limitation, all permits, governmental approvals, technical plans and specifications, drawings, weight, proposed installation, location, power supply sources and all ancillary and related work).

(b) Unless otherwise agreed to in writing by the parties, the parties agree that (i) any IBW installed subsequent to the signing of this License shall be labeled in accordance with accepted telecommunication industry standards meaning the IBW will be labeled at the MDF and in each riser closet, indicating that it is a "Bell" cable in addition to where it starts and where it terminates, and (ii) any Fibre Optic Cable or coaxial cable installed subsequent to the signing of this License shall be labeled in accordance with accepted telecommunication industry standards.





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- (c) The Licensor acknowledges and agrees that Bell Canada must allow the cross-connection or permit the cross-connection of the IBW by any other LEC as required by the CRTC and/or permitted under this License. To “cross-connect” means to connect one wire or cable under the management and control or ownership of another carrier by anchoring each wire to a connecting block and placing a third wire between the two, or by any other means and any other connection of the telecommunication system or any of its components that is under the management, control or ownership of a carrier to a system or any component of another carrier.
- (d) The Licensor acknowledges and agrees that Bell Mobility may permit the connection of Third Party Service Provider equipment to the DAS as permitted under this License. Connection of such equipment involves the attachment of passive combing or coupling hardware to the DAS.

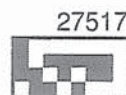
7. Certain Specific Licensee Obligations

The Licensee shall:

- (a) conduct all activity in a first class manner consistent with a first class building, be responsible for all aspects of the operation of all of the Equipment, and ensure that its activities in the Complex do not interfere with the normal operation of the Complex;
- (b) ensure that its employees, agents and contractors engaged in the activities permitted by this License, (i) abide by all of the terms of this License, (ii) at all times conduct themselves in a first-class manner; and (iii) maintain a professional appearance and demeanor;
- (c) not keep, use or store in or upon the Complex any Hazardous Substances;
- (d) ensure that no construction or other lien is registered or filed against the Lands and prohibit any contractor retained by it and each of their subcontractors from doing any work to the Equipment if the contractor or subcontractor is not in good standing under applicable worker compensation insurance requirements;



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- (e) comply with all provisions of applicable health and safety legislation, including the *Occupational Health and Safety Act* (Ontario), as amended in force in that it is solely responsible for the health and safety of all its employees with respect to the obligations of the Licensee hereunder and will take reasonable steps to prevent bodily harm or injury to any Person that the Licensee: (1) undertakes to direct how such Person does work or performs a task; or (2) has the authority to direct how that Person does work or performs a task;
- (f) keep and maintain the Equipment Room, the MTR and the Caged Area(s) clean and tidy and avoid making or causing clutter, untidiness, or causing the need for repairs in or to the Pathways or any other part of the Complex, and to abide by Licensors' Rules and Regulations for the disposal of trash. If, as the sole result of the Licensee's activities within the Complex, the Licensor incurs any additional cleaning or maintenance costs or expenses, the Licensee shall be responsible to pay any such additional costs, upon receipt of an invoice from the Licensor;
- (g) pay the Licensor the cost and expenses that arise in connection with security escorted access to the Pathways, if requested by the Licensor as consistently applied by the Licensor to all utilities and persons accessing the Buildings, within 60 days of receiving an invoice from the Licensor. Such fee shall be cost based and shall not be charged if recovered by the Licensor from the tenants, licensees or occupants of the Complex as occupancy costs or additional rent or any variation thereof;
- (h) pay the Licensor, within 60 days of receipt of an invoice from the Licensor, the Licensor's cost for review of the Engineered Plans and Working Drawings by the Licensor as provided in Subsection 5.2;
- (i) following completion of the installation and any modifications that may affect the structural elements of the Complex, the Licensee will provide the Licensor with a certificate of a professional engineer acceptable to the Licensor, certifying that the installation of all Equipment has been carried out in accordance with the plans and specifications approved by the Licensor and its designated representatives;





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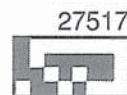
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- (j) reasonably limit space required by the Equipment and cooperate with the Licensor and any other LEC, Third Party Service Provider and/or Other DAS User to accommodate any other LEC, Third Party Service Provider and/or Other DAS User in available space in the Complex so as to minimize impact on the Complex;
- (k) not carry on any operations or business in the Complex save and except as reasonably necessary for the purposes of providing the Services or as otherwise agreed to by the parties;
- (l) not bring or store in the MTR Caged Area(s) and/or Equipment Room any equipment, materials or property other than the Equipment used in connection with this License;
- (m) not tamper with equipment or systems of other users of the Complex;
- (n) not cut or damage any wiring or cabling of other telecommunications systems in the Complex;
- (o) not make any alterations of any nature to any part of the Complex, including, without limiting the generality of the foregoing, the MTR, Caged Area(s) Equipment Room and the mechanical, electrical, heating, ventilating and air-conditioning systems of the Complex, other than as approved in writing by the Licensor, which approval shall not be unreasonably withheld, conditioned or delayed;



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- (p) ensure that all of the Equipment from time to time used in connection with this License shall be first class quality communications equipment. Licensee shall be responsible for maintenance and repair in good order to the foregoing standard, of the Equipment and the work and equipment described in Section 2 of Schedule "F" attached hereto specifically. Installation, maintenance and repair work of the Equipment shall be performed by technicians having qualifications suitable for such work and shall be performed in accordance with CSA standards, or if other nationally recognized standards are applicable to the Equipment, in accordance with such other nationally recognized standards. Maintenance and repairs to the Equipment contained in the MTR, Caged Area(s) and the Equipment Room and which is not directly connected to any base Building systems shall be performed by Licensee. In the event that Licensee fails to perform the work described in Section 2 of Schedule "F" to a reasonable standard of quality, the Licensor may require that it or its contractors perform such work described in Section 2 of Schedule "F", in which case, the cost thereof shall be payable by the Licensee to the Licensor on demand as Additional Fees. Before commencing any changes or modifications to the Equipment that could have a material adverse impact on tenants, licensees or occupants or the Buildings themselves, the Licensee shall comply with Section 1(b) of Schedule "F";
- (q) give the Licensor prompt written notice of any accident or of any fire in the MTR, Caged Area(s) or the Equipment Room of which it is aware and of any damage to transmitters and other equipment of other users of the Complex of which it is aware, but, unless otherwise expressly provided, there shall be no obligation on the part of the Licensor to repair or make good any such matters;
- (r) comply with all applicable laws, by-law provisions, rules and regulations of governmental and local municipal departments, agencies, authorities and officials as may from time to time having jurisdiction, including without limitation, Industry Canada and the CRTC in respect of Licensee's use of the MTR, Caged Area(s) and the Equipment Room and in respect of the Equipment. In the event the CRTC issues a ruling or decision in respect of Licensee's access rights to the Complex or use of the Equipment while this License is in effect, the parties agree that this License will be amended by the parties in such a manner so as to give effect to such ruling or decision;



- (s) comply with the Licensor's Rules and Regulations with such variations, modifications and additions as shall from time to time be made by the Licensor and prior notice of which is given to the Licensee in writing. Such Rules and Regulations shall be observed and performed by the Licensee and its agents, clerks, servants and employees. No provisions of this Section shall be enforced against the Licensee in a discriminatory manner;
- (t) not disclose the Licensor's Confidential Information, except as may be required by law, or to Licensee's employees or subcontractors or other third parties as required in furtherance of Licensee's obligations hereunder and then only where such disclosure is subject to confidentiality obligations at least as protective as those owed by the Licensee to the Licensor hereunder; and
- (u) to use at least the level of care it would to protect its own Confidential Information to protect Licensor's Confidential Information.

8. Licensor's and Mutual Representations and Warranty and Covenants

- 8.1 (a) The Licensor represents and warrants that:
- (i) it is the landlord of the Buildings municipally known as 40 King Street West, 102-104 Yonge Street, and 11 Adelaide Street West, respectively, in the City of Toronto and has the full right and authority to enter into this License in respect of the Complex;
 - (ii) the owner of the building municipally known as 44 King Street West, in the City of Toronto, has granted to the Licensor the full right and authority to enter into this License as its agent;
 - (iii) the Licensor has the right and authority to grant this License to the Licensee; and
 - (iii) the description of the Lands in Schedule "A" is the proper legal description of the Lands.





8.2 The Licensors covenants with the Licensee as follows:

- (a) to cooperate with the Licensee if required, in obtaining all necessary consents, permits and authorizations as may be required by any federal, provincial and municipal or other governmental authority having jurisdiction over the Licensee's installation, connection, testing, operation, maintenance, modification and upgrading repair, disconnection, replacement and removal of the Equipment, and/or the provision of the Services by the Licensee. To this end, Licensor will, without restricting the generality of the foregoing, execute, in a timely fashion, all necessary authorizations to enable the Licensee to obtain building permits, plans, drawings, site plan approvals and zoning and bylaw amendments and variances, and to obtain the release of any information with respect to the Complex from any person, in respect of Licensor's rights and obligations in this License that are approved by the Licensor as required herein, all at the Licensee's expense;
- (b) to cooperate with the Licensee in order to verify any reasonable costs that the Licensor may seek reimbursement from the Licensee in accordance with the terms and conditions set out in this License. Except as specifically otherwise agreed by the parties in this License, all reasonable costs payable by the Licensee must be in accordance with generally acceptable telecommunication industry practices and must be consistent with how all other tenants and or service providers are charged for similar services;
- (c) to be responsible for the supply of electrical power in the Complex on an "as is, where is" basis, except as otherwise provided in Section 1(a) of Schedule "F";
- (d) to be responsible for the supply of base Building system heating, ventilating and air conditioning in the Complex, on an "as is, where is" basis;
- (e) not tamper with, rearrange, use, or abuse the Equipment or permit or assist others to do so in any manner that Interferes with the Services, their provision, the Equipment, or any access to the Equipment by Licensee or any Third Party Service Provider or in any manner that violates applicable laws or any third party rights;
- (f) to comply with all applicable laws and regulations in performing its obligations hereunder; and





- (g) not disclose the Licensee's Confidential Information, except as may be required by law or to Licensor's employees or agents in furtherance of Licensor's obligations hereunder and then only where such disclosure is subject to confidentiality obligations at least as protective as those owed to by the Licensor to the Licensee hereunder.

8.3 The Licensor shall maintain the Complex in good order and condition to the extent required in this License having regard to its intended purpose.

8.4 Each party represents, warrants, and covenants that:

- (a) it has the full corporate right, power and authority to enter into this License and to perform the acts required of it pursuant to this License;
- (b) the execution of this License, and the performance of its obligations and duties pursuant to this License do not and will not violate any license to which it is a party or by which it is otherwise bound;
- (c) when executed and delivered, this License will constitute the legal, valid and binding obligation the representing party, enforceable against it in accordance with its terms; and
- (d) each party acknowledges that the other parties make no representations, warranties or licenses related to the subject matter hereof that are not expressly provided for in this License.

9. Interference

9.1 The Licensor and Licensee agree to resolve any issues in connection with Interference in accordance with the terms and conditions of Schedule "G".





10. Relocation and/or Modification of MTR, Caged Area(s) or Equipment Room

10.1 Licensor Relocations and Modifications

- (a) The Licensor can, at any time:
- (i) move, relocate or modify the MTR, Caged Area(s), or the Equipment Room, or any part of any of them, within the Complex; and
 - (ii) move, relocate or modify corridors, stairwells and common elements as Licensor may reasonably require, including the reduction, increase or change of the size, location and contours thereof, provided always that access to and from the MTR Space or Caged Area(s) to the stairwells and fire escapes required by law on the floor on which the MTR Space, Equipment Room or Caged Area(s) is located is at all times available.
- (b) If the Licensor requires the Licensee to move, relocate or modify all or any portion of the Equipment pursuant to Section 10.1(a)(i) or (ii) above, such move, relocation or modification will be at the Licensor's expense, and the Licensee will move, relocate or modify its Equipment as requested within one hundred and twenty (120) of written notice from the Licensor. In the case of a move or relocation, the Licensee will move or relocate to an alternative MTR, Caged Area(s) or Equipment Room within the Buildings, designated by the Licensor which location shall be sufficient to allow the Licensee to provide the type, level and quality of services provided by it prior to such relocation. If the Licensee fails to move, relocate or modify any Equipment, (including, without limitation, any failure by the Licensee to move or relocate within the MTR, Caged Area(s) or Equipment Room), as requested by the Licensor within the one hundred and twenty (120) days, then the Licensor may remove or modify such Equipment at the Licensee's expense, and without any liability on the part of the Licensor for any loss, cost, damage or expense arising from, or connected with that action by the Licensor.
- (c) As part of any move, relocation or modification under this License, the parties agree to use commercially reasonable efforts to ensure any such move, relocation, or modification does not interfere with, interrupt or degrade the Services which may include, but is not limited to the parties ensuring that the Equipment is installed and activated in the relocated areas prior to dislocation from the existing space.





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10.2 Licensee Relocations and Modifications

Where the Licensee requests the Licensor's consent for any move, physical relocation or material and substantial modification of the MTR, Equipment Room, the Caged Area(s) or Pathways, as the case may be, the Licensee shall be responsible for all direct costs incurred by Licensee associated with any such movement, relocation, modification including any disconnection or reconnection of the Equipment as may be required to accommodate such change.

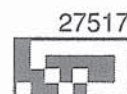
11. Control and Management of Complex

11.1 The Complex shall at all times be under the exclusive control and management of the Licensor. The Licensor may from time to time alter, expand, diminish, operate, renovate, remerchandise and supervise the Complex including the common facilities, and may change its areas, locations and arrangements and do whatever else to it that the Licensor determines to be advisable.

11.2 In its control and management of the Complex the Licensor shall, upon receipt of any advice or notice of any planned or intentional power interruption for the Complex, advise the Licensee, in writing, of same forthwith upon receipt of such advice or notice.



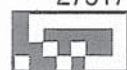
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12. Removal of Equipment- Termination or Expiration of License

12.1 Equipment

- (a) At the expiration or earlier termination of this License, the Licensee shall, at the Licensee's sole cost and expense, remove the Entrance Cable, the IBW, the Fibre Optic Cable and all other items of the Equipment, except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Complex. This obligation to remove the Entrance Cable, the IBW, the Fibre Optic Cable and all other items of the Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSPs. Subject to (b) below, if any property that is required to be removed is not so removed within thirty (30) Business Days after the termination, the property may be removed and stored by the Licensor at the Licensee's expense, or destroyed at the Licensee's expense, at the Licensor's option. The Licensee further agrees, at its sole cost and expense, to repair or refinish all damage to the Complex and Licensor's property caused by the operation or removal of the Entrance Cable, the IBW, the Fibre Optic Cable and Equipment (reasonable wear and tear excepted). If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage (reasonable wear and tear excepted) and the Licensee shall reimburse the Licensor of all direct costs and expenses incurred in such repair or refinishing.
- (b) Notwithstanding the foregoing, if due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not permitted by Section 12.1(a) to remove the Entrance Cable, the IBW, the Fibre Optic Cable or other items of the Equipment ("**Exempted Items**") then despite the expiration or termination of this License, all of the obligations of the Licensee under this License will continue in full force and effect except that the obligation to pay the relevant License Fees will be suspended so long as the Licensee does not provide Services to tenants, licensees and other occupants in the Complex. As at the end of the Licensee's CRTC-mandated obligations, the Licensee shall either remove the Exempted Items as described in Section 12.1(a) above, or transfer title to the Exempted Items to the Licensor or a third party within thirty (30) days following the end of the Licensee's CRTC-mandated obligations.





12.2 Except as otherwise provided in Section 12.1 above the Licensor and Licensee agree that all Equipment is and will remain the property of the Licensee following the expiration or termination of this License and that the Equipment will not be considered fixtures, notwithstanding that all or some of it may be affixed to the Complex, Buildings, MTR, Equipment Room or the Caged Area(s).

13. Insurance

13.1 Licensee will, without limiting its obligations or liabilities under this License, at its own expense, obtain and maintain, during the Initial Term or any renewal:

- (a) Commercial general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage including contingent employer's liability, contractual liability and non-owned automobile liability relating to Licensee's use and occupation of the MTR, Equipment Room, Caged Area(s), and the Complex pursuant to this License. The required insured amount shall be composed of any combination of primary and excess (umbrella) insurance policies. Such insurance shall name Licensor as an additional insured limited to the extent of the negligence of Licensee or those for whom Licensee is responsible in law and include both cross-liability and severability of interest clauses.
- (b) "All risks" property insurance in an amount not less than the replacement cost of Equipment in the Equipment Room, MTR and/or Caged Area(s).
- (c) Boiler and machinery insurance for electrical and mechanical breakdown of heating, ventilation and air conditioning machinery and equipment of the Licensee.
- (d) The all-risks property insurance and boiler and machinery insurance required to be maintained by Licensee shall be primary with respect to other similar or complementary insurance carried by Licensor, and the commercial general liability insurance required to be maintained by Licensee shall be primary with respect to other similar or complementary insurance carried by Licensor limited to the extent of Licensor's rights as an additional insured. If Licensee does not maintain insurance coverage required in this Section, Licensor shall have the right to purchase such required insurance covering Licensee, and charging back Licensee for its cost.





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Prior to the commencement of the Initial Term and each Extension Term, the Licensee shall provide Licensor with a certificate evidencing the insurance required above, as well as any renewal certificates thereafter for the duration of the License recording that Licensor shall receive thirty (30) days written notice prior to cancellation to the detriment of Licensor.

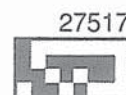
13.2 Licensor will, without limiting its obligations or liabilities under this License, at its own expense, obtain and maintain during the Initial Term or any renewal:

- (a) Commercial general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage relating to Licensor's ownership, use, occupation, operation, management and/or maintenance of the Complex. The required insured amount for comprehensive general liability shall be composed of any combination of primary and excess (umbrella) insurance policies.
- (b) "All risks" property insurance in an amount not less than the replacement cost of the Complex.
- (c) Boiler and machinery insurance for electrical and mechanical breakdown of heating, ventilation and air conditioning machinery and equipment in the Complex.

Notwithstanding the foregoing, the insurance described in this Section 13.2 may be taken out by Licensor under its blanket insurance policy in force from time to time, provided, however, that should the coverages, amounts, forms and deductibles contained in Licensor's blanket policy in force from time to time not fulfil all the minimum requirements and obligations of the Licensor pursuant to this License, then Licensor shall be deemed to have self-insured and to have fulfilled its insurance obligations. Licensee shall under no circumstance, have, or to be deemed to have, any insurable interest in such policies for the right to receive any proceeds of insurance from policies carried by Licensor[NTD: Revision to make it clear agreement's intent remains that Bell can still subrogate against BNS' liability insurers for recovery of losses caused by Scotia's negligence.]. Licensor shall not in any way be accountable to Licensee regarding the use of any insurance proceeds arising from any claim, and Licensor shall not be obliged to account for such proceeds, nor to apply such proceeds to the repair or restoration of that which was insured except to the extent provided herein.



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14. Indemnity

14.1 Indemnity from Licensee to Licensor Subject to Section 14.3(i), except to the extent caused by the negligence or wilful misconduct of the Licensor Releasees, Licensee shall be liable for and shall defend, indemnify and save harmless the Licensor Releasees from and against all losses, costs, charges, damages and expenses suffered by any of the Licensor Releasees to the extent caused by the negligence or wilful misconduct of the Licensee Releasees in connection with:

- (i) any personal injury or death to any Person caused by any of the Licensee Releasees, excluding Bell Mobility or Bell Canada, as applicable, if Bell Mobility or Bell Canada, as applicable, did not cause such personal injury or death;
- (ii) any damage to the Complex or to tangible property in or at the Complex caused by any of the Licensee Releasees, excluding Bell Mobility or Bell Canada, as applicable, if Bell Mobility or Bell Canada, as applicable, did not cause such property damage; and
- (iii) any claim from a third Person to the extent that such claim: (1) arises from Bell Canada or Bell Mobility's failure, as applicable, to perform its obligations under this License; or (ii) is attributable to any Equipment, Wireline Services or Wireless Services supplied by Bell Canada or Bell Mobility, as applicable, and not the Wifi Network.

If notified promptly in writing by Licensor of any such claim brought against a Licensor Releasee (a "**Licensor Claim**"), Licensee shall, at its own expense, defend all suits, actions and other legal proceedings that may be brought or instituted against any of the Licensor Releasees in respect of the Licensor Claim, and shall pay any judgment or decree finally awarded by a court of competent jurisdiction which may be given against any or all of the Licensor Releasees in any legal proceeding or any final settlement amounts agreed by the claimant and the Licensor Releasees, and shall reimburse the affected Licensor Releasees for all reasonable legal expenses incurred in connection therewith.



14.2 Indemnity from Licensor to Licensee Subject to Section 14.3(i), except to the extent caused by the negligence or wilful misconduct of the Licensee Releasees, Licensor shall be liable for and shall defend, indemnify and save harmless the Licensee Releasees from and against all losses, costs, charges, damages and expenses suffered by any of the Licensee Releasees to the extent caused by the negligence or wilful misconduct of the Licensor Releasees in connection with:

- (i) any personal injury or death to any Person caused by any of the Licensor Releasees;
- (ii) any property damage to the Equipment caused by any of the Licensor Releasees;
- (iii) any claim from a third Person to the extent that such claim: (1) arises from Licensor's failure to perform its obligations under this License; or (2) is attributable to the Wifi Network and not any Equipment, Wireline Services or Wireless Services supplied by Bell Canada or Bell Mobility, as applicable.

If notified promptly in writing by Licensee of any such claim brought against a Licensee Releasee (a "**Licensee Claim**") Licensor shall, at its own expense, defend all suits, actions and other legal proceedings which may be brought or instituted against the Licensee Releasees in respect of the Licensee Claim, and shall pay any judgment or decree finally awarded by a court of competent jurisdiction which may be given against any or all of the Licensee Releasees in any legal proceeding or any final settlement amounts agreed by the claimant and the Licensee Releasees, and shall reimburse the affected Licensee Releasees for all reasonable legal expenses incurred in connection therewith.

14.3 Limitation of Liability

- (i) **Indirect Damages** Neither the Licensor Releasees nor the Licensee Releasees shall be liable for any indirect, special, consequential, incidental, exemplary or punitive damages, or for any damages for lost profits, loss of revenue, failure to realize expected savings, loss of data, loss of use, or any other commercial or economic loss of any kind, even if advised of the possibility of same, resulting from or arising from the performance or non-performance of this License or any obligation pursuant to this License, howsoever caused, and each party releases the other party in respect of all of the foregoing; and





- (ii) **Direct Damages** Save and except for claims for which either party is required to indemnify the other party pursuant to Subsections 14.1, or 14.2 of this License, in no event shall the aggregate liability of the Licensor Releasees or the Licensee Releasees for direct damages under this License exceed the Original Cost of the Equipment.

14.4 Several Liability of Bell Canada and Bell Mobility The obligations of Bell Canada and Bell Mobility to the Licensor hereunder shall be several and not joint. For greater certainty, the non-defaulting Licensee shall have no liability whatsoever in connection with any indemnification claims arising under Section 14.1 or any claims for direct damages as described in Section 14.3(ii). Any liability arising under either of these provisions shall be incurred by the relevant Licensee only.

15. Events of Default.

(a) Each of the following are "**Events of Default**" under this License:

- (i) the Licensee defaults in the payment of any money required to be paid by it to the Licensor under this License and the default continues for a period of thirty (30) Business Days after written notice has been given by the Licensor to the Licensee (each, a "**Monetary Default**"), provided that: (1) delays in payment of undisputed amounts that result from clerical errors or unintentional non-payment will not be considered a Monetary Default if the Licensee provides written notice to the Licensor that said non-payment is the result of such clerical error or unintentional non-payment within the said thirty (30) Business Day period, and (2) such payment is ultimately made within sixty (60) Business Days after the original notice has been given by the Licensor; and
- (ii) if a party: makes an assignment for the benefit of creditors; becomes bankrupt under applicable legislation; is the subject of the appointment of a receiver or manager in respect of any substantial part of its assets and undertaking which is not removed or for which no stay is entered within fifteen (15) Business Days; takes proceedings for winding up, liquidation, or dissolution of its assets, or for the compromise or composition of debt pursuant to the *Companies Creditors Arrangement Act* (Canada), as amended, or similar legislation; or if a writ of execution shall issue against the Complex, or part thereof, that remains unsatisfied for fifteen (15) Business Days (an "**Insolvency Default**"); and





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(iii) if a party defaults in respect of any material provision of this License contrary to its obligations under this License that is not a Monetary Default or an Insolvency Default (a "**Non-Performance Default**"), including any action or inaction by party that results in Interference, and the Non-Performance Default is not cured within twenty (20) Business Days after written notice from the non-defaulting party.

(b) **Effect of Event of Default** If an Event of Default remains uncured as at the expiry of its applicable cure period described in Subsections 15(a)(i), 15(a)(ii) and 15(a)(iii) above, as the case may be, this License may thereafter be immediately terminated by the non-defaulting party without prejudice to its other remedies at law or in equity (including the right to claim damages). No acceptance of any amounts subsequent to any Event of Default and no condoning, excluding or overlooking by the non-defaulting party on previous occasions of breaches or defaults similar to that for which termination is effected, shall be taken to operate as a waiver of the Event of Default, nor in any way defeat or affect the rights of the non-defaulting party pursuant to this License in law or in equity. Where the defaulting party is a Licensee, the Licensor's termination rights above may be exercised solely in respect of the defaulting Licensee. This License shall continue in full force and effect between the Licensor and the non-defaulting Licensee.



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16. Transfer

- (a) **Transfers to Licensee Affiliates** Licensee may Transfer this License and/or the ownership of the Equipment, including the IBW and the Fibre Optic Cable and coaxial cable, in whole or in part, to an Affiliate of Licensee without the prior written consent of Licensor, provided that Licensee will, notwithstanding the several liability of Bell Canada and Bell Mobility pursuant to Section 14.4, the Licensee remains jointly and severally responsible with the Transferee for the performance of all the terms, covenants and conditions contained in this License and Licensee will not be released from its obligations hereunder in the event of such Transfer. If Licensee wishes to Transfer this License and/or the ownership of the Equipment, including the IBW and Fibre Optic Cable and coaxial cable, in whole or in part, to an Affiliate of Licensee, and Licensee wishes to be released from its obligations hereunder upon effecting such Transfer (an "Exit Transfer"), Licensee will provide prior written notice to Licensor, requesting consent to such Exit Transfer, and provide Licensor with reasonably detailed information as may be requested by Licensor regarding the proposed Transferee. If Licensor determines, acting reasonably, that the proposed Transferee is capable of satisfying Licensee's obligations under this License, and the Transferee enters into an agreement directly with Licensor agreeing to be bound by Licensee's obligations under this License, then Licensor will agree to enter into a written agreement with Licensee, releasing Licensee from its obligations hereunder. Notwithstanding the foregoing, Licensee may, without the prior written consent of Licensor, assign any receivable that arises under this License, any right to receive payment related to that receivable and any interest in that receivable or right to receive payment.
- (b) **Transfers to Licensor Affiliates** Licensor may Transfer this License, in whole or in part, to an Affiliate of Licensor without the prior written consent of Licensee, subject to (i) Licensee determining, acting reasonably, that the Transferee is capable of satisfying Licensor's obligations under this License, and (ii) the Transferee entering into an agreement directly with Licensee agreeing to be bound by Licensor's obligations under this License.
- (c) **Subcontracting** Licensee may subcontract its obligations under this License to a third Person, provided that Licensee continues to remain bound to Licensor for the performance of all the terms, covenants and conditions contained in this License.



- (d) **Other Transfers by Licensee** Except as permitted pursuant to Section 16(a), Licensee shall not Transfer this License or the ownership of any part of the Equipment, including the IBW and the Fibre Optic Cable and coaxial cable, without the prior written consent of Licensor, which consent may be withheld in Licensor's sole and absolute discretion. If Licensee wishes to Transfer this License or any part of its rights pursuant to this License, or the ownership of the Equipment, including the IBW and the Fibre Optic Cable and coaxial cable, and requests the consent of Licensor, Licensee shall make a written request for such Transfer to Licensor and shall provide Licensor with any information it may reasonably require, including a true copy of the agreement to Transfer, and such financial and other information on the proposed Transferee as Licensor may reasonably require. Without limiting the generality of the foregoing, if Licensor chooses to grant consent to a Transfer, Licensor shall require, as a condition of granting any consent to such Transfer, that the Transferee enter into an agreement directly with Licensor agreeing to perform all of Licensee's obligations pursuant to this License in the place and stead of Licensee.
- (e) **Transfers by Licensor** Except as permitted pursuant to Section 16(b) or Section 16(f), Licensor shall not Transfer this License or subcontract any of its obligations hereunder without the prior written consent of Licensee, which consent shall not be unreasonably withheld. If Licensee chooses to grant consent to a Transfer, Licensee shall require, as a condition of granting any consent to such Transfer, that the Transferee enter into an agreement directly with Licensee agreeing to perform all of Licensor's obligations pursuant to this License in the place and stead of Licensor.
- (f) **Sale by Licensor** Licensor will have the right to Transfer this License without the prior consent of Licensee if Licensor transfers its interest in all or a portion of the Complex to a Person that is not an Affiliate of Licensor, provided that, as part of the closing, Licensor shall (i) assign this License to the new owner and (ii) require such new owner to enter into an agreement directly with Licensee agreeing to perform all of Licensor's obligations pursuant to this License, in the place and stead of Licensor.
- (g) **No Waiver** Licensee acknowledges that the acceptance by Licensor of any amounts from any Person other than Licensee shall not be construed as a waiver of any of Licensor's rights to insist on strict compliance with the provisions of this License unless such amounts were paid by such Person pursuant to direction by Licensee in fulfillment of its obligations hereunder as a result of a permitted Transfer by Licensee.





17. Financing of Equipment

So long as: the Licensee in occupation of the Caged Area(s), and the MTR Space is Bell Canada or Bell Mobility and Bell Canada or Bell Mobility remains subject to substantially the same beneficial share ownership and neither Bell Canada nor Bell Mobility is in material, continuous or recurring default of any provision hereof, the Licensee may, without the consent of but on written notice to the Licensor, grant security by way of a mortgage, charge, general security agreement or otherwise in respect of the Equipment (but not in respect of IBW, Fibre Optic Cable and coaxial cable or conduits associated with it or, not in respect of any part of the Complex including, any permanent fixtures, or any improvements to the Complex) to a bank or other financial institution in connection with a bona fide borrowing by the Licensee, provided that the foregoing shall in no way prejudice or affect the Licensor's rights or the obligations of Licensee under the terms of this License. The Licensee will not cause or permit any charge, security interest, mortgage, or encumbrance, or any notice of them to be registered against title to the Buildings.

18. Termination Rights

18.1 A party may terminate this License on 30 days' prior written notice to the other in the following circumstances:

- (a) if all or part of any of the Buildings are substantially damaged and the Licensor determines that it will take longer than 180 days to restore it, provided that, with respect to the Wireline Services only, and subject to Section 22 of this License, if only part of the Buildings are substantially damaged, then Licensor can only terminate this License if, in the Licensee's reasonable opinion, it is not feasible to relocate any part of the Equipment which may be required to be relocated to the non-damaged areas; or
- (b) if the MTR and/or Equipment Room is substantially damaged and in the Licensor's opinion it will take longer than 90 days to restore it, provided that, with respect to the Wireline Services only, and subject to Section 22 of this License, Licensor can only terminate this License if, in the Licensee's reasonable opinion, it is not feasible to relocate any part of the Equipment which may be required to be relocated to the non-damaged areas; or
- (c) if a portion of a Building is expropriated; but in this case the Licensee can only terminate if, in the Licensee's reasonable opinion, it is not feasible to relocate any part of the Equipment which may be required to be relocated to the non-expropriated areas; or





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- (d) if the Licensor elects to redevelop a substantial portion of a Building or elects to convert a portion of the Buildings to other uses and, as the result of the development or conversion of use, it is, in the Licensee's reasonable opinion, not feasible to relocate any part of the Equipment which may require to be relocated in connection with the redevelopment or conversion of use; or
- (e) at the Licensee's sole option, if the Licensee has not provided any Services to any tenants licensees or occupants of the Building (in that it has no customers) for a period of at least 120 days.

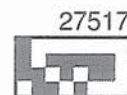
Termination of the License by Bell Canada shall not terminate the License in respect of the Licensor and Bell Mobility. Termination of this License by Bell Mobility shall not terminate the License in respect of the Licensor and Bell Canada.

In the event the Licensor terminates this License pursuant to subparagraphs (a) to and including (d) above, the Licensor shall pay the Licensee its pro-rated share of any License Fee paid in advance prior to such damage, expropriation or development as the case may be. Terminations pursuant to subparagraphs (a) to (d) inclusive shall, for the purposes of this License, be considered as terminations by reason of an event of Force Majeure.

18.2 Upon the expiration or termination of this License in its entirety, the parties agree that the Licensee shall, notwithstanding anything herein to the contrary, continue to own all Equipment.



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19. Notices

19.1 Except as expressly provided for herein to the contrary, any notice, request, demand, consent or other communication provided or permitted by this License will be given in writing and delivered personally or by registered mail addressed to the party for which it is intended at the address set out below, provided that either party may change its address for purposes of receipt of any such communication by giving prior written notice of such change to the other party in a manner prescribed above.

(a) Licensor at the following address:

Senior Vice President
Scotiabank Real Estate Department
44 King Street West
Toronto, Ontario
M5H 1H1

with a copy to:

Scotia Plaza Management Office
40 King Street West
Management Office
P.O. Box 101
P-1 Level
Toronto, Ontario
M5H 3Y2

Attention: Property Manager



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(b) Bell Canada at the following address:

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

With a copy to:

BELL CANADA
Real Estate Services
1, Carrefour Alexander-Graham-Bell
Édifice A, 6^e étage
Verdun, QC H3E 3B3
Attention: Director general, Gestion stratégique des actifs
Télécopier: (514) 391-7990

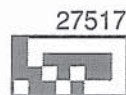
and to:

BELL CANADA LAW DEPARTMENT
207 Queen's Quay West
6th Floor
Toronto, Ontario
M3J 1A7

Attention: Assistant General Counsel



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(c) Bell Mobility at the following address:

Bell Mobility Inc.
Floor 6N
5099 Creekbank Road
Mississauga, ON L4W 5N2
Attention: Manager, National Real Estate Services

T : (905) 282-3246
Fax: (905) 282-3102

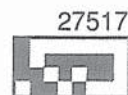
With a copy to:

Bell Mobility Law Department
5099 Creekbank Road
Tower 6E
Mississauga, Ontario
L4W 5N2
Attention: Assistant General Counsel
Fax: (905) 282-3553

Where notice is delivered personally (with confirmation received) before 3:00 p.m. (recipient's time) on a Business Day, it will be deemed to have been received that Business Day. Thereafter it will be deemed to have been received on the next business day. Where notice is delivered by registered mail it will be deemed to have been received three (3) Business Days following the date of mailing, provided that if there will be, between the time of mailing and the time of deemed receipt, an actual or threatened disruption in postal service, notice will be effective only if delivered personally or by facsimile as provided for herein.



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20. Status Statement and Subordination

On the written request of the Licensors, the Licensee shall sign a certificate prepared by the Licensors confirming that this License is in full force and effect, with no default hereunder or, if there is a default, particularizing such default and otherwise confirming such terms of this License as the Licensors shall request. The Licensee agrees to execute and return such certificate within 10 days of the Licensors's request. The Licensee confirms that this License shall be subordinate to any existing or future mortgage or other encumbrance on the Buildings. At the request of the Licensors, the Licensee shall execute such documentation as the Licensors or its lender may reasonably request, confirming such subordination.

21. No Registration

The Licensee shall not cause this License, or any notice of it, to be registered against title to the Buildings.

22. CRTC Decision

The Licensors and the Licensee acknowledge that the access rights of telecommunication service providers in multi-tenant buildings may be the subject of regulatory proceedings initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this License is in effect, and such ruling or decision affects the rights and/or obligations of either party hereto, such party shall be entitled to require that this License or portions thereof, as required, be amended in such a reasonable manner so as to give effect to such ruling or decision.

23. Entire License

The parties agree that this License and the Schedules attached to it is the entire agreement between the parties with respect to the subject matter hereof. There are no representations or agreements, either oral or written, with respect to the License other than this License. This License may only be amended by further written agreement of the parties. In the event of a conflict between this License and any Schedule, the provisions of this License shall govern.





24. Severability of Provisions

Should any provision of this License be illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this License and the remaining provisions shall remain in force and be binding upon the parties (unless the illegal or unenforceable provisions are such that they have fundamentally frustrated the intention of the parties, or either one of them, in which case the frustrated party may terminate this License on 30 days' prior written notice).

25. Force Majeure

Neither party shall be under any liability to the other as a result of any bona fide delay or default in carrying out its obligations pursuant to this License which is due in whole or in part to an event of Force Majeure. A party who contends that its obligation is suspended or its performance is excused by reason of an event of Force Majeure must give prompt written notice to the other party specifying the condition or event constituting same in which case both parties' obligations pursuant to this License shall be suspended during such period. Upon cessation of such event of Force Majeure, such party shall give like notice and commence performance pursuant to this License as promptly as reasonably practicable. If an event of Force Majeure continues for a period of ninety (90) days or more, then either party may terminate this License upon thirty (30) days written notice to the other.





26. Arbitration Proceedings

If any controversy or dispute between Licensee and Licensor arises with respect to any matter under this License, then, the parties shall first attempt in good faith to resolve such controversies or disputes within fifteen (15) days after written notice by one party to the other party of the existence of such a controversy or dispute. Any controversies or disputes that are not resolved within such fifteen (15) day period may, as an alternative to the parties' rights or remedies at law, be submitted by the parties to confidential arbitration before a panel of three (3) arbitrators and if so submitted, shall, unless otherwise provided herein, be finally settled by arbitration conducted in accordance with the *Arbitration Act, 1991* (Ontario). Each of the parties shall select a qualified arbitrator, and the two (2) selected arbitrators shall forthwith select a third arbitrator who shall have significant and relevant experience in arbitrating telecommunication disputes. The three (3) arbitrators shall proceed to make awards, and the award of the majority of them shall be binding on the parties. If the two (2) arbitrators appointed by or for the parties fail to agree upon a third arbitrator within ten (10) days after the appointment of the last of the first two (2) arbitrators, then either Licensor or Licensee may apply to a Judge of the Superior Court of Justice for Ontario to appoint such third arbitrator, and the said Judge upon proof of failure to appoint and of the giving of such notice shall appoint an arbitrator to act as the third arbitrator. The expenses of the arbitration shall be shared equally by the parties. Any arbitration shall take place in Toronto, Ontario. The decision by the majority of the arbitration panel shall be binding and conclusive upon the parties, their permitted successors and assigns, and they shall comply with such decision in good faith. Each party hereby submits itself to the jurisdiction of the courts of the place where the arbitration is held for the entry of judgment with respect to the decision of the arbitrator pursuant to this License. Judgment upon the award may be entered in the Superior Court of Justice for Ontario.

27. Enurement

This License shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

28. Interpretation

Whenever the singular or plural, or the masculine, feminine or neuter pronoun is used in this License, each shall include the other or others respectively, as and where the context requires it. The headings in this License are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of the License.





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29. Amendment or Waiver

No provision of this License shall be deemed amended or waived by a course of conduct unless the amendment or waiver is in writing signed by all parties and stating specifically that it was intended to modify this License.

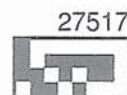
30. Governing Law

This License shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the Federal laws of Canada, applicable therein.

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IN WITNESS WHEREOF, the parties have entered into this License.

SIGNED, SEALED AND DELIVERED **The Bank of Nova Scotia**
(Licensor)

In the Presence of

Name: _____

Title: _____

Title: _____

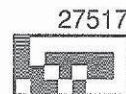
Bell Canada
(Licensee)

Bell Mobility Inc.
(Licensee)

Title: _____



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SCHEDULE "A" - DESCRIPTION OF LANDS

FIRSTLY

REMAINDER OF PARCEL 2-10 (LEASEHOLD), SECTION Y-1

(Firstly)

In the City of Toronto, in the Municipality of Metropolitan Toronto and being composed of those parts of Town Lots 3 and 4 on the south side of Adelaide Street West (formerly Newgate Street) and those parts of Town Lots 3 and 4 on the north side of King Street West all according to the Town of York Plan designated as PARTS 2, 3 and 4 on Plan 66R-14374.

The southerly limit of Adelaide Street West was confirmed under The Boundaries Act by Plan BA-1120 registered in the Land Registry Office for the Registry Division of Toronto (No.63) as Instrument No. CT273365 (See C-35374).

(Secondly)

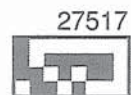
In the City of Toronto, in the Municipality of Metropolitan Toronto being composed of that part of Town Lot 3 on the north side of King Street West according to the Town of York Plan lying above the elevations shown on Section A-A on said Plan 66R-14374 designated as PART 5 on Plan 66R-14374.

(Thirdly)

In the City of Toronto, in the Municipality of Metropolitan Toronto being composed of that part of Town Lot 4 on the south side of Adelaide Street West (formerly Newgate Street) and that part of Town Lot 4 on the north side of King Street West, all according to the Town of York Plan, designated as PART 11 on Plan 66R-14388.



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(Fourthly)

In the City of Toronto, in the Municipality of Metropolitan Toronto being composed of those parts of Town Lots 2, 3 and 4 on the south side of Adelaide Street West (formerly Newgate Street) and those parts of Town Lots 3 and 4 on the north side of King Street West all according to the Town of York Plan designated as PARTS 5, 6, 7, 12, 13, 14 and 15 on Plan 66R-14003 SAVE AND EXCEPT Parts 3 and 4 on Plan 66R-15230.

The westerly limit of Yonge Street and the southerly limit of Adelaide Street West were confirmed under the Boundaries Act by Plan BA-1120, registered in the Land Registry Office for the Registry Division of Toronto (No.63) as Instrument No. CT273365 (See C35374).

(Fifthly)

In the City of Toronto, in the Municipality of Metropolitan Toronto being composed of that part of Town Lot 4 on the north side of King Street West, according to the Town of York Plan designated as PARTS 2, 4, 6, and 8 on Plan 66R-14388.

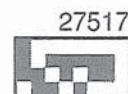
(Sixthly)

In the City of Toronto, in the Municipality of Metropolitan Toronto being composed of those parts of Town Lots 3 and 4 on the south side of Adelaide Street West (formerly Newgate Street) and that part of Town Lot 3 on the north side of King Street West, all according to the Town of York Plan, designated as PART 8 on Plan 66R-14003.

Together with an easement or right in the nature of an easement or right-of-way for pedestrian passage and repassage, ingress and egress, over and upon those parts of Town Lot 4 on the south side of Adelaide Street West and Town Lot 4 on the north side of King Street West according to the Town of York Plan, designated as parts 11, 21 and 22 on Plan 66R-14445, subject, however, to the restrictions, conditions and provisoes, as more particularly set out in Instrument No. C-255305.



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Together with a right-of-way for access purposes in favour of the owner from time to time of part of Town Lot 2 on the south side of Adelaide Street, Town of York Plan designated as Parts 1 and 2 on Plan 66R-15230 over Parts 3 and 4 on Plan 66R-15230 until such time as the said Parts 3 and 4 have been laid out and dedicated for public lane purposes as set out in Instrument No. C-565285.

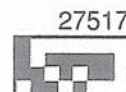
Subject to an easement or right in the nature of an easement or right-of-way for passage, parking, ingress and egress of motor vehicles, over and upon those parts of Town Lots 3 and 4 on the south side of Adelaide Street West and Town Lots 3 and 4 on the north side of King Street West, according to the Town of York Plan, designated as Parts 2, 3, 4, 12, 14, 15, 16, 17, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 45, 46 and 47 on Plan 66R-14445 and for pedestrian passage and repassage in connection therewith, subject, however, to the restrictions, conditions and provisoes, as more particularly set out in Instrument No. C-255305.

Subject to an easement or right in the nature of an easement or right-of-way for pedestrian passage and repassage, ingress and egress, over and upon those parts of Town Lots 3 and 4 on the north side of King Street West and that part of Town Lot 4 on the south side of Adelaide Street West, according to the Town of York Plan, designated as Parts 5, 6, 7, 8, 9, 10, 13, 18, 19, 20 and 23 on Plan 66R-14445 subject, however, to the conditions, restrictions and provisoes, as more particularly set out in Instrument No. C-255305.

Subject to (i) free and uninterrupted non-exclusive right-of-way for all vehicular traffic over, across and through those parts of Town Lots 3 and 4 on the south side of Adelaide Street West, Town of York Plan designated as Parts 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17 and 20 on Plan 66R-15067 and (ii) a free and uninterrupted exclusive right-of-way for all vehicular traffic over, across and through that part of Town Lot 3 on the south side of Adelaide Street West, Town of York Plan designated as Part 21 on Plan 66R-15067. The above rights-of-way are for the purposes and with the provisions, terms and covenants as more particularly set out in Instrument No. C-426106.



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SECONDLY

PARCEL 3-6 (SUBLEASEHOLD), SECTION Y-1

Part of Town Lot 3 on the south side of Adelaide Street West, Town of York Plan, City of Toronto, Municipality of Metropolitan Toronto designated as Part 8 on Plan 66R13450 (also designated as Part 10 on Plan 66R14003).

The southerly limit of Adelaide Street West has been confirmed under the Boundaries Act by Plan BA-1120 registered in the Land Registry Office for the Registry Division of Toronto as Instrument No. CT273365 (See C-35374). Registered as Plan D-463 in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) at Toronto (See A677933).

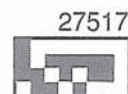
Together with an easement or right in the nature of an easement or right-of-way for pedestrian passage and repassage, ingress and egress, over and upon those parts of Town Lot 4 on the south side of Adelaide Street West and Town Lot 4 on the north side of King Street West according to the Town of York Plan, designated as Parts 11, 21, and 22 on Plan 66R-14445, subject, however, to the restrictions, conditions and provisoes, as more particularly set out in Instrument No. C-255305.

Subject to an easement or right in the nature of an easement or right-of-way for passage, parking, ingress and egress of motor vehicles, over and upon that part of Town Lot 3 on the south side of Adelaide Street West, according to the Town of York Plan, designated as Parts 1, 24, 42, 43 and 44 on Plan 66R-14445 and for pedestrian passage and repassage in connection therewith, subject, however, to the restrictions, conditions and provisoes as more particularly set out in Instrument No. C-255305.

Subject to a free and uninterrupted non-exclusive right-of-way for all vehicular traffic over, across and through part of Lot 3 on the south side of Adelaide Street West, Town of York Plan designated as Parts 1, 10, 18 and 19 on Plan 66R15067 for the purposes and with the provisions, terms and covenants as more particularly set out in instrument No. C426106.



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11 ADELAIDE STREET

All And Singular that certain parcel or tract of land premises situate, lying and being formerly in the City of Toronto, in the County of York, now in the City of Toronto, in the Municipality of Metropolitan Toronto and Province of Ontario and being composed of Part of Town Lot 3 on the south side of Adelaide Street West, the boundaries of the said parcel of land being described as follows:

Commencing at the existing north-easterly angle of the said Lot 3, being a point in the southerly limit of Adelaide Street West where the said limit is intersected by the production northerly of the site of the easterly face of the easterly wall of the building known in 1905 as the Grand Opera House, the said point of commencement being distant 159 feet measured westerly along the said southerly limit of Adelaide Street West from the westerly limit of Yonge Street;

Thence Southerly along the existing easterly limit of the said Town Lot 3, 130 feet 1 ½ inches more or less to the point of intersection with the production easterly of the line of the southerly face of the southerly brick wall of the building in the course of erection in April, 1957 upon the lands herein described;

Thence Westerly to and along the said line of face of wall 70 feet 2 ¼ inches to the easterly face of the easterly wall of the concrete foundation of the stair-shaft appurtenant to the said building;

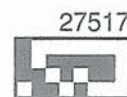
Thence Southerly along the said easterly face of wall 9 feet 5 ½ inches to the southerly face of the southerly wall of the said concrete foundation;

Thence Westerly along the last mentioned face of wall and the production westerly thereof, 20 feet 6 inches more or less to the easterly limit of Johnson street;

Thence Northerly along the said easterly limit of Johnson Street, 139 feet 9 ½ inches to the said southerly limit of Adelaide Street West;



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Thence Easterly along the said southerly limit of Adelaide Street West, 91 feet more or less to the point of commencement;

Together with the right to maintain in its present position the concrete caisson supporting the south-easterly corner of the said foundation wall of stair-shaft, the said caisson projecting 9 ½ inches south of the said southerly face of foundation wall and 9 ½ inches east of the said easterly face of foundation wall and a similar right to maintain in its present position the caisson under the south-westerly corner of the said foundation wall, the said caisson projecting 9 ½ inches south of the said southerly face of southerly foundation wall and production westerly thereof;

And Together with an easement for light over the lands immediately adjoining on the south for windows in the south wall of the ninth, tenth, eleventh and twelfth floors of the building in course of erection in April, 1957 upon the said lands.

The said South Side of Adelaide Street West as confirmed under The Boundaries Act by Plan BA-1120 registered on the 6th day of January, 1978 as Instrument No. CT273365.

102 YONGE STREET

All And Singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto (formerly in the County of York) and Province of Ontario, being composed of part of Town Lot 2 on the south side of Adelaide Street West according to the plan of the Town of York, the boundaries of the said parcel of land being described as follows:

Commencing at a point in the westerly limit Yonge Street where the same is intersected by the production easterly of the centre line of wall dividing the old brick building standing at this date upon the easterly part of the said lands herein described and the brick building standing upon the lands lying immediately to the north thereof, the said point of intersection being distant One hundred and nineteen feet Eight inches (119' 8") measured southerly along the said westerly limit from the southerly limit of Adelaide Street West;

Thence Southerly along the said westerly limit of Yonge Street, a distance of Twenty-eight feet Three inches (28' 3") more or less to the point of intersection thereof with the production easterly of the line of the northerly face of the northerly wall of the old brick building standing upon the lands lying immediately to the south of the said lands herein described;



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Thence Westerly along the said production to and along the line of the southerly face of the southerly wall of the old brick building standing upon the said lands herein described in all a distance of One hundred and forty-five Eight and three-quarter inches (145' 8 $\frac{3}{4}$ ") more or less to a point in the line of the westerly face of the westerly wall of the said brick building standing upon the lands herein described, the last mentioned point being distant One hundred and forty-nine feet Eight inches (149' 8") more or less measured southerly from the said southerly limit of Adelaide Street West on a course at right angles thereto;

Thence Northerly along the said line of westerly face of wall, being along the easterly limit of a lane leading to Adelaide Street West, a distance of Twenty-eight feet Eight and a half inches (28' 8 $\frac{1}{2}$ ") more or less to the centre line of the northerly wall of the building standing upon the westerly part of the said lands herein described, being a point distant One Hundred and forty-five feet Seven and a half inches (145' 7 $\frac{1}{2}$ ") more or less measured westerly from the said westerly limit of Yonge Street on the course of the southerly limit of Adelaide Street West;

THENCE Easterly along the last mentioned centre line of wall, a distance of Eighty-six feet Five inches (86' 5") to the easterly extremity thereof being a point distant One hundred and twenty feet Eleven and a quarter inches (120' 11 $\frac{1}{4}$ ") measured southerly from the said southerly limit of Adelaide Street West on a course at right angles thereto;

Thence Northerly parallel with the said westerly limit of Yonge Street, a distance of Three inches (0' 3") to the centre line of wall herein first mentioned;

Thence Easterly along the last mentioned centre line of wall being on a course parallel with the said southerly limit of Adelaide Street West, a distance of Eight feet and One inch (8' 1") to a jog in the said centre line;

Thence Northerly along the said jog being on a course parallel with the said westerly limit of Yonge Street, a distance of Seven inches (0' 7");

Thence Easterly continuing along the centre line of wall herein first mentioned, a distance of Fifty-one feet One and a half inches (51' 1 $\frac{1}{2}$ ") more or less to the said point of commencement.



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104 YONGE LANDS

PART OF PARCEL 2-10 (LEASEHOLD), SECTION Y-1

In the City of Toronto, in the Municipality of Metropolitan Toronto and designated as Part 12 on Reference Plan 66R-14003, deposited in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) at Toronto.

44 KING STREET WEST LANDS

All And Singular that certain parcel or tract of land and premises situate, lying and being in the City of Toronto, in the Municipality of Metropolitan Toronto (formerly in the County of York) and Province of Ontario and being composed of part of Town Lot 4 on the north side of King Street West and part of Town Lot 4 on the south side of Adelaide Street West according to the original plan of the Town of York, more particularly described as follows:

Commencing at the intersection of the northerly limit of King Street West with the easterly limit of Bay Street;

Thence Easterly along the said limit of King Street West 161 feet 6 inches to the easterly limit of the westerly half of the easterly half of the said Town Lot 4 on the north side of King Street West as represented in March 1931 by the westerly face of the westerly wall of the five storey brick building standing at the date hereinbefore last mentioned upon the lands immediately adjoining the easterly limit of the lands herein described;

Thence Northerly along the said westerly face of wall, being to and along the easterly face of the easterly wall of the building standing at the date hereinbefore last mentioned upon the easterly part of the said lands herein described, and continuing along the said westerly face of wall and along the northerly production thereof, in all a distance of 206 feet 9-1/4 inches, more or less, to the southerly limit of the westerly part of the lane described in paragraph III of By-law No. 4721 of The Corporation of the City of Toronto;

Thence Westerly along the said southerly limit of lane being parallel to the southerly limit of Adelaide Street West 9 feet 8 inches to the westerly limit of the said lands described in paragraph III of the aforesaid By-law;

Thence Northerly along the said westerly limit of 28 feet 6-1/2 inches to a point in the southerly face of the southerly wall of the easterly part of the National Club Building;

Thence Westerly along the last named face of wall to and along the northerly face of the northerly wall of the three storey brick building standing at the date hereinbefore last mentioned upon the northerly part of the lands herein described and along the southerly face of the southerly wall of the westerly part of the National Club Building and along the westerly production thereof, in all a distance of 152 feet 4 inches, more or less, to a point in the easterly limit of Bay Street aforesaid;

Then Southerly along the last mentioned limit 234 feet 5-3/4 inches, more or less, to the point of commencement.



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SCHEDULE "C"

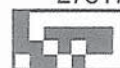
DEFINITIONS

1. In this License, unless the context requires otherwise, the capitalized terms appearing herein have the meaning given thereto, and the following terms have the following meanings:

- (a) "Access Rights" has the meaning given in Section 2.3;
- (b) "Additional Fees" means those additional costs set out in Section 3.3(a) – (c) inclusive, as well as Schedule "F";
- (c) "Affiliate" as to any Person means any other Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person;
- (d) "Building(s)" means all or each of the buildings municipally designated as 40 King Street West, 44 King Street West, 102-104 Yonge Street and 11 Adelaide Street West, respectively, in the City of Toronto, and constructed on the Lands, as such buildings may be altered or expanded from time to time, including all: levels above and below ground level, lobby areas, elevators, elevator shafts, stairways, rooftops and other areas and facilities that are appurtenant solely to those buildings;
- (e) "Building Elements" has the meaning given in Section 5.3(a);
- (f) "Business Day(s)" means Monday to Friday inclusive, excluding holidays observed by the Licensor or Licensee;
- (g) "Cable" means fibre optic, coaxial and copper cables and wires, or any of them;
- (h) "Caged Area(s)" means locked areas designated by the Licensor in "telecommunication closets", the Equipment Room, or such other areas of the Complex as agreed to by the parties for the exclusive use of the Licensee;



- (i) "Confidential Information" means any non-public information that the disclosing party, its employees or agents (the "**Disclosing Party**"), designates as being confidential, or which ought to be treated as confidential, given the circumstances of the disclosure to the other party (the "**Receiving Party**"). "Confidential Information" includes, without limitation, (i) any structural drawings and blueprints of the Complex; (ii) any non-public information relating to the Disclosing Party's: financial, business, technical, marketing, promotional or creative reports, plans, policies and practices; and (iii) information received from third Persons that the Disclosing Party is obligated to keep confidential where such obligation is made known by the Disclosing Party to the Receiving Party. "Confidential Information" does not include information that: is or subsequently becomes public knowledge without the Receiving Party's breach of any obligation owed to the Disclosing Party; became known to the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party; became known to the Receiving Party from a third party other than by the breach of a confidentiality obligation owed to the Disclosing Party; or is independently developed by the Receiving Party; or this Agreement;
- (j) "Consultant" has the meaning given in Section 5.5;
- (k) "Complex" means the Lands and the Buildings, and all other buildings, improvements, equipment and facilities serving them or located on or in them from time to time, together with those premises adjacent to the Lands that are leased by the Licensor, but only to the extent that and for so long as the landlord(s) of such adjacent premises permit(s) access to and use of such adjacent premises for the purposes of this License pursuant to binding contractual commitment(s) between such landlord(s) and the Licensor;
- (l) "Control" means (including, with correlative meanings, the terms "controlled by" and "under common control with" as used with respect to any Person) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person whether through ownership of voting securities, by contract or otherwise;
- (m) "CRTC" means the Canadian Radio-television and Telecommunications Commission or any successor commission or agency;



- (n) "DAS" means the distributed antenna system depicted in the documents described in Schedule "I", comprised of antennae, related cabling, combiners and splitters owned and operated by Bell Mobility and used by: (i) Bell Mobility and Wireless Service Providers to provide Wireless Services in the Complex; (ii) the Licensor and Third Party Service Providers to provide Wifi Services in the Complex; and (iii) Other DAS Users;
- (o) "Engineered Plans" means plans prepared and approved by a licensed professional engineer;
- (p) "Entrance Cable" means the Cable owned and/or controlled by Bell Canada that connects Bell Canada and Bell Mobility's telecommunications network to the Equipment and Cable in the MTR and the Equipment Room;
- (q) "Entrance Links" means the core sleeve penetrations through the foundations of the Buildings used to bring Cable onto the Lands and into the Buildings and that contains the Entrance Cable;
- (r) "Equipment" means collectively the Wireline Equipment, the Wireless Equipment, the Entrance Cable, IBW, the DAS and Fibre Optic Cable;
- (s) "Equipment Room" means those premises located on the P1 Level of the 40 King Street West Building, commonly referred to as the "point of presence" or "POP" space, as set out in Appendix 3 of Schedule "B", consisting of the Caged Area(s) of the Licensee that: (i) is or are situate in the approximate location(s) set out in Appendix 3 of Schedule "B"; and (ii) is or are comprised of the square footage(s) as set forth in Appendix 3 of Schedule "B";
- (t) "Exit Transfer" has the meaning given in Section 16(a);
- (u) "Fibre Optic Cable" means Bell Mobility's fibre optic backbone that is installed between the MTR and terminates in the Equipment Room or the Caged Areas of telecommunications closets;



- (v) "Force Majeure" means any cause beyond the reasonable control of a party including acts of God and the public enemy; the elements; fire; accidents; vandalism; sabotage; acts of terror or war; failure, delay or disruption of transportation facilities; inability to obtain or curtailment of supplies of materials, equipment, or computer software required to perform or comply with any obligation of this License; strikes, lockouts or other industrial, civil or public disturbances; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts;
- (w) "Hazardous Substance" means: (1) any solid, liquid, gas, odour, heat, sound, vibration, radiation or combination of any of them that is, or is from time to time declared to be, a "Hazardous Substance", "contaminant", or other word or phrase with similar meaning as defined in, or pursuant to, any law, regulation or order, and anything contaminated by a Hazardous Substance, contaminant or such other similar item as defined in, or pursuant to, any law, regulation or order; (2) any substance or material, the use or transportation of which, or the release of which into the environment, is prohibited, regulated, controlled or licensed under any law, regulation or order;
- (x) "IBW" means Bell Canada's copper wire that is placed in the Complex between the Equipment Room and the premises of a tenant, licensee or other occupant;
- (y) "Interference" or "Interfere" means technical interference with the transmitting, receiving or recording activities of: (i) either the Licensor or the Licensee, (ii) the existing or future tenants, licensees or other occupants of the Buildings, or of buildings or structures in the vicinity of the Complex, (iii) the existing or future Third Party Service Providers, or (iv) any other telecommunication or other communication service provider or broadcast operator, either within the Complex, or in the vicinity of the Complex; as shall, in the reasonable opinion of a party in the circumstances, affect to a material adverse degree, the level of quality and effectiveness of such party's activities;
- (z) "Lands" means the lands described in Schedule "A" as they are altered, reduced or expanded from time to time;
- (aa) "LEC" means a telecommunication common carrier that has obtained local exchange carrier status from the CRTC to provide local exchange services in the geographic region in which the Buildings are located;





- (bb) "License" means this License including any and all attached schedules, attachments and appendices and every instrument executed by the parties that amends, modifies or supplements it or them;
- (cc) "Licensee Releasees" means the Licensee and its directors, officers, employees, agents, subcontractors, successors, assigns, and those for whom all or any of them is, or are, in law responsible;
- (dd) "License Fee" means the Bell Canada License Fee and the Bell Mobility License Fee.
- (ee) "Licensor and its Personnel" means Licensor, its Affiliates who have a nexus or involvement with the Complex and their respective directors, officers, employees, agents, successors, permitted assigns, and those for whom all or any of them is, or are, in law responsible;
- (ff) "Licensor Releasees" means (A) Licensor and its Personnel; and (B) any property manager acting as manager and agent for the owner(s) of the Buildings, as well as its directors, officers, employees, agents, successors, permitted assigns, and those for whom all or any of them is, or are, in law responsible;
- (gg) "Licensor's Head End" means that part of the Wifi Network comprised of the computer server and telecommunications switch installed in the Wifi Space located on the 4th floor mezzanine level of 40 King Street West, Toronto, Ontario, Canada and all access switches installed on the Wifi Network throughout the Complex;
- (hh) "Main Distribution Frame" or "MDF" means the main distribution frame or main distribution frames that is or are located in the MTR in a Building;
- (ii) "Main Terminal Room(s)" or "MTR(s)" means those premises shown in Appendix 1 and Appendix 2 of Schedule "B" attached hereto, that contain(s) the MDF, Fibre Optic Cable as well as the cross connection point between the Entrance Cable and IBW and the MDF and for which the Licensee is granted the non-exclusive right of access and use in this License;
- (jj) "MTR Space" means that portion of space in the Main Terminal Room(s), for which the Licensee is granted the exclusive right of access and use in this License;
- (kk) "Network Design Document" has that meaning ascribed to it in the Marketing Agreement;





- (ll) "Other DAS Users" means other Persons to whom Bell Mobility may grant access to and use of the DAS, on a sublicensed basis through the Licensor, for utility or public service uses such as Toronto Emergency Medical Services, Toronto Fire Services, Toronto Police Services and other similar users;
- (mm) "Original Cost of the Equipment" means two million dollars (\$2,000,000) in Canadian funds;
- (nn) "Pathways" means risers, conduits, ducts, trays and raceways located in the Complex;
- (oo) "Person" means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, joint venture, body corporate, a government or any department or agency thereof, and a natural person in such person's capacity as trustee, executor, administrator or other legal representative;
- (pp) "Rules and Regulations" means the rules and regulations adopted by the Licensor or the Owner in respect of the Buildings in the Complex at attached hereto as Schedule "E";
- (qq) "Services" means those telecommunication or other communication services the Licensee provides in Canada from time to time including, for the purposes of this License, the Wireline Services and the Wireless Services;
- (rr) "Telecommunication Service Provider" or "TSP" means a local exchange carrier or such other telecommunications provider in Canada;
- (ss) "Third Party Service Provider(s)" means a telecommunications or other communications service provider, other than Bell Mobility, who provides wireless services to tenants, licensees or other occupants and other third parties who provide and operate non-interfering radio technologies in the 700 to 3000 Mhz transmission frequency range throughout the Complex;
- (tt) "Transfer" means an assignment or transfer, of this License by either party and "Transferee" shall have a correlative meaning;
- (uu) "Wifi Network" means the indoor wireless fidelity communication system comprised of Wifi Network Equipment used exclusively in the provision of Wifi Services in the Complex and which is owned, provided, operated and maintained by the Licensor at the Complex;



- (vv) “Wifi Network Equipment” means the equipment that comprises the Licensor’s Wifi Network including the Licensor’s Head End cable (excluding copper wire) and remote antennae which are capable of supporting radio frequencies in the 700-3000 MHz frequency range;
- (ww) “Wifi Services” means those wireless fidelity voice communication services and wireless fidelity internet communications services, excluding Wireless Services and any services regulated by the CRTC, that are offered by the Licensor or a third party to tenants, licensees and other occupants within the Complex and that are transmitted over the Wifi Network in the 700 to 3000 MHz frequency range;
- (xx) “Wireless Equipment” means the racks, radio heads and other equipment, including the DAS, owned and operated by Bell Mobility to provide Wireless Services in the Complex;
- (yy) “Wireless Services” means the wireless telecommunication services offered by Bell Mobility using wireless telecommunication technology designated and/or operated by Bell Mobility from time to time, and includes, but is not limited to, the wireless telecommunication technology operating in the 800 megahertz (MHz), 1.9 Gigahertz (GHz) frequencies, and on other frequencies, and may include the advanced mobile phone (“AMPS” or “Analog”) systems, as well as the digital cellular systems such as time division multiple access (“TDMA”) technology and code division multiple access (“CDMA”), Evolution Data-Optimized (“EVDO”), High Speed Packet Access (“HSPA”) or any new technology that Bell Mobility may use from time to time to deliver the Wireless Services;
- (zz) “Wireline Equipment” means such telecommunications equipment and facilities including, but not limited to cabinets, racks, electronic equipment, electrical power equipment, fibre guides, fibre entrance cabinets, fibre patch panels, connecting hardware and other similar and related equipment to be installed and owned by the Licensee in the Equipment Room, MTR or Caged Area(s) as the Licensee may require for the provision of Wireline Services by the Licensee;
- (aaa) “Wireline Services” means those Services offered by Bell Canada to customers physically situated within the Complex transmitted over its IBW using in whole or in part, the Wireline Equipment; and
- (bbb) “Working Drawings” means a drawing or sketch that describes the proposed installation of the Equipment.





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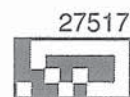
SCHEDULE "D"

LICENSE FEE AND SPACE ALLOCATION

1. The MTR Space contains **640.3** square feet comprised of such space located in the MTRs of the Buildings known as 40 King Street West and 44 King Street West, Toronto, Ontario, as identified in Appendix 1 and Appendix 2 of Schedule "B".
2. The Caged Area of the Equipment Room contains **192** square feet comprised of such space located in the Equipment Room of the Building known as 40 King Street West, Toronto, Ontario, as identified in Appendix 3 of Schedule "B".
3. The Licensor's GST number is 104962485RT0001.



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SCHEDULE "E"

RULES AND REGULATIONS

The Licensee covenants and agrees that the Rules and Regulations of the Buildings (which are subject to change from time to time, and may differ between Buildings) shall in all respects be observed and performed by the Licensee, its contractors, agents and employees, and, others over whom Licensee is responsible for at law, provided that any changes are communicated in writing to the Licensee and the Licensee has thirty (30) days to comply. The Licensor shall have available to it all remedies provided in this License and all other legal remedies available at law or in equity upon a breach of the Rules and Regulations by Licensee. The Rules and Regulations shall include, without limitation, the following:

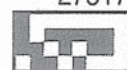
1. All of the Complex's "Design Criteria And Construction Manual(s)" for each Building in the Complex, the current version of which is dated April 30, 2010, as such manual may be amended from time to time.
2. All of the Complex's Tenant Manual dated September 2, 2009, the table of contents of which are reproduced below, as such manual may be amended from time to time.

TABLE OF CONTENTS	
SECTION 1 – INTRODUCTION	
1	Welcome to Scotia Plaza
2	Property Management Operations and Administration Office
SECTION 2 - THE MANAGEMENT TEAM	
1	The Management Team
3	Our Service Credo
SECTION 3 - EMERGENCY CONTACTS	
1	Emergency Contact Numbers
1	Procedure: Life Threatening
1	Procedure: Non-Life Threatening
SECTION 4 - WORK REQUESTS	
1	Tenant Services Program - What Is It?
1	Getting Set Up On The System
SECTION 5 - GENERAL REFERENCE	



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1	Access Cards
1	Access Without a Card
1	Ambulance Calls
2	Antennas and Satellite Dishes
2	Approved Contractor and Supplier List
2	Barrier-Free Access
2	Bicycles
2	Building Access
2	Business Hours
2	Car Wash / Auto Detailing
3	Carpets
3	Catering Regulations
3	Communication Cabling
3	Contractors
3	Cooking Regulations
3	Corporate Concierge Services
3	Courier Service
3	Day Care Service
4	Dead Car Battery
4	Deliveries / Shipping / Receiving
4	Directory Listings
4	Disaster Response Plans
4	Door Alarms
4	Dry Cleaning
4	Electrical
4	Electrical and Telephone Room Access
5	Elevators

8	Emergency Contacts
8	Emergency Voice Communication
8	Escalators
8	Executive Protection
8	Exterior Signage and Fixtures
9	Fee Schedule
9	Fire Drill and Life Safety
9	Fire Plan
9	First Aid, Cardiac Arrest & CPR
9	Floor Loading
10	Floor Wardens
10	Hazardous Materials
10	Health Club
10	Heating / Ventilation / Air Conditioning (HVAC)
10	Holiday Schedule
11	Housekeeping
11	Insurance
11	Leasing Representative
11	Life Safety and Security
12	Lighting
12	Locksmith Services
13	Mail Services
14	Maintenance of Building Equipment
14	Maintenance Requests



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14	Maintenance of Tenant Equipment
15	Medical Emergencies
15	Moving Procedures
15	Newspapers
16	Noise Restrictions
16	Parking Garage
17	Partitions
17	Pest Control
17	Pets
17	Photo I.D. Card Access
17	Postal Facilities
17	Power Failure
18	Recycling Program
20	Removal of Material from Tenant Premises
21	Renovations and Maintenance
21	Shipping and Receiving
21	Signage for Tenants
23	Smoking Policy
23	Solicitation
23	Telecommunication Infrastructure
23	Telephone Room Access
23	Tenant Renovations
24	Threatening Calls or Situations

24	Tours
25	Tower Watch Program
25	Workers Identification

SECTION 6 - FORMS

1	Access Card Request / Change Form
1	Bomb Threat Preliminary Report Form
1	Census Survey Form
1	Contacts Form
2	Corporate Identification -Electronic Directories - Tenant Order Form
2	Corporate Identification -Floor & Suite Signage - Tenant Order Form
2	Life Safety Team Members
2	Tenant Life Safety Training
2	Property Removal Authorization
2	Request for Movement Supervision
2	Work Permit Application



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SCHEDULE "F"

LICENSOR AND LICENSEE'S WORK

Without limiting the generality of, and in addition to, the parties' respective covenants and obligations under the License to which this schedule is attached, the parties agree as follows in respect of all work required to install and deploy the Equipment.

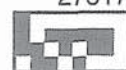
1. Licensor's Work

- (a) Licensor shall install, at Licensor's expense, an appropriate electric power service (up to 100 amps in capacity) to a termination point within the Equipment Room, MTR, and Caged Areas at or near the Equipment.
- (b) Licensor to commission engineering studies at the Licensor's expense, if necessary in Licensor's sole reasonable opinion, to establish the compatibility of planned changes or modifications to the Wireline Network with the equipment and telecommunications networks used by other tenants, licensees and other occupants of the Complex.

2. Licensee's Work

Licensee shall:

- (a) provide, at its expense, a connection between the Equipment and the power supply termination point described in Section 1(a) above;
- (b) provide and install all Equipment within the Complex at its expense;
- (c) provide and install its own cages within the MTR, and provide and install its own racks within the Equipment Room, the MTR and the Caged Areas at Licensee's expense;
- (d) provide all Cable relating to the Services at its expense;
- (e) provide any fixtures and fixturing at its expense that may be required by Licensee; and
- (f) Licensee shall arrange for and pay any telephone and telecommunications equipment requirements and connections thereto at its expense.





3. Permits

- (a) Prior to performing Licensee's Work, the Licensee shall obtain all necessary consents, permits, licenses, certificates and inspections from all municipal, governmental, and regulatory authorities having jurisdiction, and shall make available to Licensor copies of same, and shall post permits as required. If Licensee fails to obtain any required consent, permit, license, certificate or inspection, Licensor at its option may obtain it on Licensee's behalf at Licensee's expense.
- (b) Upon commencing operation of the Equipment, the Licensee shall secure and make available to Licensor any certificates of compliance, occupancy permits or other similar certificates or permits, required of any municipal, governmental or regulatory authority having jurisdiction.

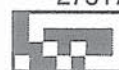
4. Completion of Licensee's Work

All Licensee's Work shall comply with all applicable laws, by-laws, building codes, permits and approvals for such work as well as with the insurance requirements in Section 13 of the License. If any of Licensee's Work is not in compliance with any of the foregoing and Licensee fails to remedy such non-compliance forthwith, Licensor may, at its sole option, remedy same at Licensee's expense, payable on demand.

5. Payment By Licensee

- (a) Except as otherwise provided in this Schedule "F" or in the License of which it forms a part, any other equipment or work, other than that stipulated herein as Licensor's responsibility, which is supplied or performed by Licensor as contractor for or at the request of Licensee, or any excess or additional cost in Licensor's work occasioned by Licensee's requirements or revisions to such requirements or by any default of Licensee pursuant to this License, shall be paid for by Licensee to Licensor within sixty (60) days after receipt of an invoice for same.
- (b) The cost charged to Licensee for the equipment or work referred to in the preceding sub-clause (a) shall include (in addition to direct labour, materials and applicable taxes) architectural and contractor(s) fees of ten percent (10%), any costs to Licensor which are attributable to changes requested by Licensee after approval of Licensee's Plans by Licensor, and an additional overhead charge for Licensor's administration and supervision equal to five percent (5%) of the aggregate costs of such equipment and work.

All amounts payable by Licensee to Licensor pursuant to this Schedule "F" shall be payable as Additional Fees and Licensor shall have the same rights of recovery in respect of same as though they were Additional Fees in arrears under the License.





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SCHEDULE "G"

INTERFERENCE

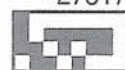
The Licensor and Licensee agree as follows:

- (a) The Licensee shall take all steps necessary to ensure that all Equipment does not unreasonably cause Interference, Interfere with or unreasonably disturb the operation of any equipment of the Licensor or the equipment of other licensees or the use and occupation of the Complex by tenants, licensees or other occupants of it, including the operation of wireless fidelity networks by third parties. Should any such Interference develop, the Licensee shall forthwith rectify and diligently pursue the rectification of such Interference immediately upon being requested by the Licensor to do so. The cause of the Interference will be determined and, if the Licensee is responsible for the Interference, the Licensee, at its cost, shall take immediate steps (including the installation of filters, if necessary) to reduce the Interference to a level considered acceptable by Industry Canada, or such other federal agency as at the time has jurisdiction or as determined by the Licensor, acting reasonably. Even if the Equipment is not the primary cause of the Interference, if considerations of cost or engineering simplicity indicate that a modification to the Equipment is the most expedient solution to an Interference problem, the Licensee agrees to do such modifications, so long as (i) any such modification does not degrade the performance of the Equipment or alter the Services, and (ii) the cost of making such modification or alteration is borne by the party whose equipment is, in fact, the primary cause of the Interference. If the Interference is reasonably determined to be caused primarily by the Equipment and cannot be rectified by the Licensee within fourteen (14) days of written notice being provided to the Licensee, then the Licensor may terminate this License in connection with the Interfering Equipment and the Licensee will remove and/or replace that part of the Equipment causing such Interference from the Complex.



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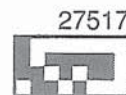


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- (b) Licensor shall use reasonable commercial efforts to ensure that the Licensor's Complex systems and any of the tenants, licensees or occupants in the Complex that the Licensor controls or for whom the Licensor is responsible at law shall not Interfere with the Equipment or Licensee's provision of the Services. If such Interference shall occur, the Licensee shall give the Licensor written notice thereof and the Licensor shall use commercially reasonable efforts to correct same forthwith at its sole cost after receipt of such notice within the time frame as dictated by the nature of the Interference. In the event the Licensor fails to correct such Interference after using reasonable commercial efforts after written notice, the Licensee may take reasonable steps to correct such Interference, in which case, the Licensor agrees to pay the Licensee all additional direct costs associated with such correction.



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SCHEDULE "H" ROLE OF THE CONSULTANT

1.0 APPOINTMENT OF CONSULTANT

1.1 **Appointment** The Licenser may at its sole cost and expense, appoint a third party consultant (the "Consultant") having actual professional experience in dealing with regulated telecommunications entities to represent the Licenser's interest and provide, at the Licenser's sole cost and expense, administration of this License during the currency of any work undertaken by Licenser or Licensee at the Complex as required under the License (the "Work") and to, in the first instance, approve the documents listed in Section 2.2 below, judge the performance of Work hereunder by both parties and interpret this License in relation to the performance of any Work. In advance of the selection of the Consultant, the Licenser agrees to consult with the Licensee on the quality and selection of the proposed candidate who would be a Consultant under this Schedule "H", and to take the Licensee's opinion under advisement in the selection of the Consultant. The Consultant will have authority to act on behalf of the Licenser only to the extent provided in this Schedule "H".

2.0 DUTIES AND AUTHORITY OF CONSULTANT

2.1 **Consultant as Interpreter of License** The Consultant shall be required by the Licenser to use his best efforts in good faith to interpret this License in a fair, impartial and equitable manner acting free from any real or apparent conflicts of interest, that is consistent with the parties' intent and without prejudice to either party's interests. Claims, disputes and other matters in question relating to the performance of any Work, approval of documents or plans, or the interpretation of this License shall be referred initially to the Consultant in writing for a decision which he will be required to give in writing within a reasonable time of the referral. The parties shall work together in good faith to implement the Consultant's recommendations and interpretation of this License.

2.2 **Consultant's Authority** The Network Design Document, all Engineered Plans and all Working Drawings shall be submitted to the Consultant for review and approval. The Consultant shall decide questions arising under the License regarding the performance of the Work, the Network Design Document, the Engineered Plans, and/or the Working Drawings. The Consultant will have authority to reject any plans or Work which, in his opinion, acting reasonably, do not conform to the requirements of this License. Whenever he considers it necessary or advisable he will have authority to require special inspection or testing of any Work whether or not such Work is then installed or completed. However, neither the Consultant's authority to act nor any decision made by him either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Licensee, its Subcontractors, or their agents, employees or other persons performing any of the Work.





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2.3 **Licensee Disagreement** Should the Licensee believe that: (i) the Consultant's decisions are at variance with the requirements of the License; (ii) the Consultant's decisions involve changes in Work already ordered or completed; or (iii) the Consultant's decisions have been made in error, Licensee shall nevertheless act according to such decision of the Consultant, but shall notify the Consultant and Licensor in writing before proceeding to carry such decisions out. Any question of liability for excess of cost or damages incurred by the Licensee due to the aforesaid cause shall be decided in the manner provided in Section 3 below.

2.4 **Limits of Consultant's Responsibility** The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for or have control or charge over the acts or omissions of the Licensee, its subcontractors or their agents, employees or other persons performing any of the Work. Nothing contained in this License shall create any contractual relationship between the Consultant and the Licensee, its Subcontractors, his suppliers, or their agents, employees or other persons performing any of the Work.

2.5 **Modification/Extension of Consultant's Responsibility** The duties, responsibilities and limitations of authority of the Consultant as set forth in this License will not be modified or extended without the written consent of the Licensor, the Licensee and the Consultant.

2.6 **Termination of Consultant** In the case of termination of the Consultant, the Licensor shall appoint another person or firm whose status under this License shall be that of the former Consultant and provide written notice of such termination and reappointment to the Licensee forthwith.

3.0 DISPUTE RESOLUTION

3.1 **Process** Differences between the Licensor and Licensee as to the interpretation, application or administration of this License, the approval of any documentation, or any failure to agree where agreement between the parties is called for, (herein collectively called "disputes"), which are not resolved in the first instance by decision of the Consultant pursuant to the provisions of Section 2 to this Schedule "H", shall be first addressed in accordance with the requirements of this Section 3, prior to any reference to arbitration as provided in Section 26 of this License and prior to the commencement of any legal action in respect of same.



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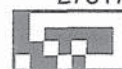


3.2 Notice and Reply The claimant shall give written notice of such dispute to the other party no later than fourteen (14) days after the receipt of the Consultant's decision. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of this License. The other party shall reply in writing to such notice no later than fourteen (14) days after it receives or is deemed to have received such notice, setting out in such reply its grounds and other relevant provisions of this License. In the event of an emergency situation in which a dispute is required to be resolved on an expedited basis, the parties will work together to provide all particulars and reply at the earliest possible times, and shall work together to ensure that no deadlines are missed under this License, the Marketing Agreement or under any other agreements that either the Licensor or Licensee may be party to that are contingent upon the completion of any work under this License, provided that if one Party is of the opinion, acting reasonably, that the matter requires injunctive relief, Section 2 and Section 3 of this Schedule "H" shall not apply.

3.3 Consultant's Instructions If the matter in dispute is not resolved promptly following the exchange of the notice and reply, the Consultant will give such further instructions as in his opinion are necessary for the proper performance of the Work to prevent delays pending settlement of the dispute. The parties shall act promptly according to such instructions, it being understood and agreed that by so doing neither party will jeopardize any claim it may have. Despite anything else contained herein or in the License to the contrary, if it is subsequently determined through binding arbitration without further right of appeal or by decision of a court of competent jurisdiction after all appeal periods have expired that the Consultant's initial decision or subsequent instructions were in error or at variance with this License, then the Licensor shall pay the actual costs and damages incurred by the Licensee in carrying out such decision and instructions as determined by a binding arbitration, without right of appeal, or by order of a court of competent jurisdiction after all appeal periods have expired.

3.4 No waiver It is agreed that no act by either party in compliance with this Schedule "H" shall be construed as a renunciation or waiver of any of its rights or recourses, provided it has given the required notice or reply, as the case may be, in accordance with Section 3.2 of this Schedule "H" and has carried out the Consultant's instructions as provided in Section 3.3 of this Schedule "H".

3.5 Commencement of Proceedings In recognition of the obligation by the Licensee to perform the disputed Work as provided in Section 3.3 of this Schedule "H", it is agreed that arbitration or legal proceedings (save and except for proceedings for injunctive relief in respect of such disputed Work, which each party hereby waives) may be commenced immediately following the receipt of the Consultant's instructions as described in Section 3.3 of this Schedule "H".





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SCHEDULE "I" – LOCATION OF THE DAS

The Licensor and Bell Mobility acknowledge and agree that the location of the DAS is as shown on the DVD entitled "Complex Wi-Fi Master Docs", the digital signature of which is dated March 19, 2010, and the table of contents of which is reproduced below.. This Schedule may be updated from time to time by the mutual written agreement of the parties.

Folder 1: Acceptance Testing

Acceptance Testing Document report for Complex WiFi Network infrastructure as signed-off by Kent Chin (Scotia Plaza Real Estate Asset Manager)

Folder 2: Master Network Diagram

Final Network Diagram resulting from Bell Canada Infrastructure Optimization and Acceptance testing phase.

Folder 3: Configurations

Infrastructure configurations for catalyst switches, wireless controllers and Cisco PIX firewall.

Folder 4: PTP500 Config

Point to Point link radio configurations as deployed at the 40 King 69th floor and 44 King roof top.

Folder 5: Firmwares

Firmware images for catalyst switches, wireless controllers, and Motorola PTP500 point to point link.

Folder 6: Low Loss Cabling Layout

Low Loss cabling layout as deployed by Bell Mobility for all Complex WiFi antennae across the entire Scotia Plaza Real Estate campus.

Folder 7: Spare Equipment

Spare Equipment overview handed over to Scotia Plaza Real Estate to satisfy original marketing agreement contract and additional spare equipment as purchased by Scotia Plaza Real Estate.



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