

**TELECOMMUNICATIONS SERVICE PROVIDER ACCESS
LICENCE AGREEMENT**

NOW THEREFORE, in consideration of the sum of ONE (\$1.00) DOLLAR (receipt of which is acknowledged) hereby paid by **BELL CANADA** (the “**Licensee**”) to **TELESAT CANADA** (the “**Licensor**”), together with other valuable consideration described herein, **THE PARTIES HERETO AGREE AS FOLLOWS**:

1. **Address of Premises:** **457 Industrial Avenue, Vancouver, BC** (the “**Building**”), as legally described in Schedule “A” hereto.
2. **Premises:** The premises shall consist of the *set out in the floor plan and wall layout* described in Schedule “B” hereto (hereinafter the “**Premises**”).
3. **Term:** 5 years.
4. **Commencement Date:** **October 1, 2007** or the date installation commences, whichever is sooner.
5. **Options to Extend:** The initial five-year term shall automatically be extended on a year-to-year basis unless either party gives notice of termination at least ninety (90) days prior to the expiration of the initial term or any extension thereof.
6. **Taxes:** The Licensee shall be liable for and shall pay, or reimburse Licensor for, all business taxes imposed by any governmental authority or agency in respect of the construction, installation, operation or maintenance of Licensee’s Equipment on the Premises or the Licensee’s use of the Premises.
7. **Use of Premises and Utilities:** The Licensee shall have a non-exclusive licence to access the Premises in the Building, and to install, operate, maintain, repair, replace and supplement the Licensee’s equipment, cable, apparatus and ancillary attachments and any improvements thereto (collectively, the “**Equipment**”) for the communication of signals to and from customers located in the Building and as support or back-up for the Licensee’s ring technology in the event of an interruption in service. The Licensee may connect to all necessary utilities and trunk lines (collectively, the “**Utilities**”) and to customers’ equipment and the Licensor’s electrical grounding system, and will have access to required conduits, risers, closets and meter rooms. The Licensor shall permit the Licensee to install, operate, maintain, repair, replace and supplement certain of the Equipment on such portion of the rooftop of the Building as mutually agreed between the Licensor and the Licensee in writing. Installation locations and interface requirements in respect of Licensee’s Equipment shall be determined by the Licensor. Licensee shall use the Premises for the sole purpose of the activities set out in this Section 7 hereof.
8. **Electricity:** The Licensee shall pay for its own electrical consumption. The Licensor shall use commercially reasonable efforts to provide the Licensee with ten (10) Business Days advanced notice of any planned utility outages that may interfere with the Licensee’s use of the Premises and the Equipment. In the case of emergency power outages, the Licensor shall make reasonable efforts to notify the NOC at 1-877-993-4237.
9. **Nature of Interest:** This Agreement shall not constitute a lease agreement between Licensor and Licensee. This Agreement shall not (a) create in favour of Licensee any interest or estate in the Premises, other than as provided in this Agreement, or (b) be registered, recorded or filed in any Land Registry Office or Land Titles Office.

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10. Licensee's Responsibilities and Obligations: Licensee shall:

- (a) not do, omit or permit to be done or omitted upon the Premises, the Building or in the vicinity of the Building anything which will render the Building uninsurable or increase the rate of insurance on the Premises. If there is any increase in the insurance rate by reason of any negligent act of Licensee, its officers, employees, agents, contractors or invitees, Licensee shall pay or reimburse Licensor for the amount of the increase upon receiving an invoice from Licensor;
- (b) not interfere with the rights granted to other users by Licensor to use and occupy the Building, including the multi-user data room which houses the Premises, and shall not interfere with the operations and activities of Licensor, its officers, employees, agents and contractors;
- (c) prepare and submit to Licensor its plans, specifications, methods and schedules for any construction, modification, addition, installation, or repair to the Premises, and Licensee shall not commence construction, modification, addition, installation, or repair of the Premises without Licensor's prior approval (which shall not be unreasonably withheld or delayed), and shall be liable for any damage, loss, cost or expenses (including reasonable legal costs) incurred by Licensor in connection with said construction, modification, addition, installation, or repair of the Premises, as well as in connection with removal of the Equipment at the expiry of this Agreement;
- (d) at all times, comply with all applicable laws, regulations, by-laws, rules, orders and ordinances of every federal, provincial, territorial, municipal, other governmental authority or agency thereof (including without limitation all health and safety and environmental legislation), and shall obtain all requisite licenses and permits at its own expense (although Licensor shall cooperate with Licensee in this regard as required);
- (e) observe all present or future rules, regulations and procedures established and previously communicated by Licensor to Licensee with respect to persons, equipment, security, insurance, access, use and occupation of the Premises;
- (f) maintain the Premises in a neat, clean and tidy state, free from all debris, and all work performed under or incidental to this Agreement shall conform to the industry standards and sound engineering practices;
- (g) conduct all tests required to satisfy itself that the Premises are suitable for their intended purposes;
- (h) ensure that the Equipment does not interfere with the signals or equipment of service-providers granted prior access to the Premises by the Licensor;
- (i) if any construction lien or certificate of action is filed against the Building or any part thereof in respect of any work done or materials furnished for the account of Licensee, Licensee shall promptly discharge the lien or have the certificate vacated. Licensor may discharge the lien or have the certificate vacated in accordance with the appropriate rules of Court and charge Licensee with the costs of discharging the lien or having the certificate vacated after Licensor has given Licensee fifteen (15) days written notice of its intention to discharge the lien or vacate the certificate and upon the expiry of the fifteen (15) days, Licensee shall reimburse Licensor for any costs incurred by Licensor in discharging the lien or having the certificate vacated; and
- (j) remove all Equipment at the expiry of this Agreement (as further set out in Section 14 herein).

11. Performance by Licensee: Provided the Licensee has performed its obligations under this Agreement, the Licensee shall have non-exclusive access to the Premises and the Utilities 24 hours a day, seven days a week, subject only to the Licensor's reasonable security requirements, and shall enjoy the Premises and the Utilities without interference.

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12. Liability:

- (a) The Licensor shall not be liable for any death or injury arising from or out of any occurrence in, upon, at, or relating to the Premises or the Building, damage to property of Licensee or of others located on the Premises or elsewhere in the Building, nor shall it be responsible for any loss of or damage to any property of Licensee or others from any cause, except where any such death, injury, loss or damage results from the negligence of Licensor, its agents, employees, contractors, or others for whom it may, in law, be responsible. Licensor shall not be liable for any such damage caused by other users or persons in the Building. All property of Licensee kept or stored on the Premises shall be so kept or stored at the risk of Licensee only and Licensee releases and agrees to indemnify Licensor and save it harmless from any claims arising out of any damage to the same;
- (b) Notwithstanding any other provision of this Agreement, Licensee shall indemnify Licensor and save it harmless from all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury howsoever arising out of this Agreement, or any occurrence in, upon or at the Premises or the Building, or the occupancy or use by Licensee of the Premises or any part thereof, or occasioned wholly or in part by any act or omission of Licensee or by anyone permitted to be on the Premises or in the Building by Licensee. If Licensor shall, without fault on its part, be made a party to any litigation commenced by or against Licensee, then Licensee shall protect, indemnify and hold Licensor harmless in connection with such litigation;
- (c) Licensee shall be liable for and shall indemnify and save harmless Licensor from and against all claims, liability, damages, costs and expenses that Licensor may sustain as a result of any claim alleging the infringement of any patent, copyright work or registered industrial design or authorized use or disclosure of proprietary information directly attributable to Licensee's Equipment or those of its agents or contractors which are used in the Premises;
- (d) Notwithstanding any other provisions of this Agreement, neither party hereto shall be liable for any indirect, special, incidental or consequential damages, including loss of revenue, loss of business opportunity or loss of use of facilities or property. The Licensee shall not be responsible for any pre-existing environmental contamination of the Building and the Licensor shall indemnify and hold harmless the Licensee therefrom. The Licensee shall indemnify the Licensor against any environmental contamination caused by the Licensee or the Equipment; and
- (e) The maximum aggregate liability of licensor, its officers, directors, shareholders, employees and other persons acting on its behalf, under this agreement for all losses, damages, expenses or injuries, whether under contract, in tort (including without limitation, negligence and strict liability), by statute, other legal theory or otherwise arising out of the performance, non-performance or improper performance by licensor of its obligations under this agreement shall be limited to \$250,000, provided that the foregoing limit shall not apply to loss or claims respecting death or injury pursuant to section 12(a).

13. Insurance: Licensee shall, at its own expense, take out and maintain in force while this Agreement is in effect comprehensive general liability insurance in a minimum amount of \$2,000,000 per occurrence for claims arising from bodily injury, death or physical damage to tangible property. The Licensor shall be added as an Additional Insured but solely with respect to liability arising out of the negligence of the Licensee, its employees, agents or contractors. Licensee shall provide Licensor with an insurance certificate evidencing the aforesaid, and recording that the Licensor shall receive 30 days prior written notice of policy cancellation, or material change to the detriment of the Licensor. The required insured limits for comprehensive general liability may be composed of any combination of primary and excess liability (or 'umbrella') insurance policies.

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14. **Default and Termination:** Either party may terminate this Agreement:
- (a) if the other party has failed to cure a breach for which it has received at least 60 days' prior written notice, unless such breach is incapable of remedy within such period and the breaching party has diligently commenced action to cure such breach;
 - (b) in the event the Licensee no longer provides services to customers located in the Building, either party may, upon 90 days' written notice to the other party, terminate this Agreement; or
 - (c) upon 30 days' written notice to the other party if such other party makes an assignment for the benefit of creditors or becomes bankrupt or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager or trustee of the property and assets of a party is conclusive evidence of such party's insolvency.
15. **Licensee Obligations Upon Termination:** In addition to its other obligations set out in this Agreement, upon termination of this Agreement for whatever reason (including no reason), Licensee shall (a) promptly and at its own expense, remove the Equipment from the Premises, in accordance with methods and schedules previously approved by Licensor in writing, (b) leave the Premises in a condition satisfactory to Licensor, reasonable wear and tear and damage by fire, lightning and tempest excepted; and (c) compensate Licensor for any damage caused by Licensee, its servants, agents or contractors, including, loss, cost or expense incurred by Licensor in connection with the removal of the Equipment from the Premises.
16. **Transfer:** The Licensee shall not assign this Agreement or lease or sublicense all or part of the Premises (a "Transfer") without the prior written consent of the Licensor, acting reasonably. Notwithstanding the foregoing, the Licensee may effect a Transfer to an affiliate (as such term is defined in the *Canada Business Corporations Act*), its senior lenders or their collateral agents or a purchaser of all or substantially all of the Licensee's assets without the prior written approval of Licensor. The Licensee shall ensure that the Licensor is informed of any Transfer and, except with respect to a Transfer to a purchaser of all or substantially all of the Licensee's assets, shall remain liable under this Agreement.
17. **Notices:** All notices under this Agreement shall be in writing and may be delivered by mail, facsimile or in person to the addresses below and shall be deemed received three business days later if mailed and the next business day following the date of transmission by facsimile or personal delivery.
18. **Force Majeure:** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimated cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented; provided that lack of funds on the part of such party shall not be deemed to be a force majeure.
19. **General:** Any amendments to this Agreement must be in writing and signed by both parties hereto. If any portion of this Agreement is found to be invalid, such portion shall be severed without affecting the validity of the balance of the Agreement. The parties hereto warrant that there are no restrictions contained in any other Agreement to which they are a party that would prevent either party from entering into this Agreement. The provisions of this Agreement shall be subject to all

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applicable regulatory laws and regulations, which will prevail in the event of conflict. This Agreement is binding on the parties hereto and their respective successors and permitted assigns.

20. **CRTC:** The Licensor and the Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, including, without limitation, the termination of the Agreement if necessary.
21. **No Waiver:** The failure of a party to enforce any provision of this Agreement shall not affect the right of the same party to enforce the provision, nor shall the waiver by either party of a breach of a provision, condition or covenant of this Agreement be taken or held binding upon the same party unless in writing and the waiver shall not be taken or held to be a waiver of any future breach of same provision, condition or covenant nor shall the waiver prejudice the enforcement of any other provision, condition or covenant.
22. **Law:** This Agreement shall be governed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein, and the parties hereto agree to submit to the exclusive jurisdiction of the courts thereof.
23. **Further Assurances:** Each party shall at any time and from time to time, upon each request by the other party, execute and deliver such further documents (including assignments of intellectual property rights) and do such further acts and things as the other party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
24. **Entire Agreement:** This Agreement and the Schedules attached thereto cancel, replace and supersede as of the Commencement Date all existing agreements and understandings, written or oral, between the parties hereto relating to the subject matter of this Agreement. The whole contract between the parties hereto is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement.

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25. Counterparts and Facsimile: This Agreement may be executed and delivered by facsimile and/or in counterparts, delivery of which will constitute an original.

IN WITNESS WHEREOF the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf as of the date first above written:

Licensee: BELL CANADA

Licensor: TELESAT CANADA

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have the authority to bind the Licensee.

I have the authority to bind the Licensor.

Licensor: TELESAT CANADA

Per: _____

Name: _____

Title: _____

Date: _____

I have the authority to bind the Licensor.

Mailing Address for Notices:

Mailing Address for Notices:

NEXACOR REALTY MANAGEMENT INC.
2100-111-5th Avenue SW
Calgary, Alberta
T2P 3Y6
Telecopier number:

TELESAT CANADA
1601 Telesat Court
Ottawa, ON
K1B 5H6

Attention: Director, Realty Transactions and
Director, Lease Administration

With a copy to :
BELL CANADA
111 - 5th Avenue SW
21st floor
Calgary, Alberta
T2P 3Y6

Telecopier number: Fax: Tel:
Attention: Senior Legal Counsel

Attention:

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SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS:

City of Vancouver
Parcel Identifier: 023-814-748
Lot 12 of Lot H District Lot 2037 Group 1 New Westminster District Plan LMP33893

MUNICIPAL DESCRIPTION OF LANDS:

457 Industrial Avenue, Vancouver, BC

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SCHEDULE "B"
EQUIPMENT ROOM PLAN (Description of the "Premises")

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