

**Brookfield Properties**

Brookfield Properties Corporation  
Canadian Commercial Operations  
BCE Place, 181 Bay Street  
Suite 330, P.O. Box 770  
Toronto, ON M5J 2T3

Tel (416) 369-2300  
Fax (416) 369-2301  
www.brookfieldproperties.com

**March 27, 2007**

Mr. Marc J. Barnes, M.A.  
Regional Manager - Building Access  
Bell Canada  
Room 701  
78 O'Connor Street  
Ottawa, ON K1P 5M7

Dear Marc;

**Re: Proposal to enter into Telecommunication Agreements for Point of Presence Rooms (POP & POP's) and Main Telephone Rooms (MTR or MTR's) between Group Telecom, Bell West and Bell Canada (collectively, the "Licensee") and Brookfield Properties (Licensor)**

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We are prepared to amend all existing License Agreements and enter into new License Agreements for the properties listed on Schedules "A" and "B", herein attached based on the below noted terms and conditions.

**1. License Fees**

The License Fees (Fees) shall be calculated based on the square footage of the POP's and MTR's currently occupied multiplied by the established per square foot gross rental rates for each property.

Refer to the attached Schedule "A" and "B" for further details on the proposed gross rental rates and applicable square footage of each POP and MTR. The Fees will be paid annually in advance, along with other applicable fees.

**2. Initial Term**

The Initial Term shall be for a period of five (5) years.

**3. Renewal Option**

The Licensee shall have three (3) five (5) year renewal option periods. Provided that the Licensee is not in default of any of its obligations under this Agreement, this Agreement will automatically be renewed for the Renewal Term(s) unless either the Licensor or the Licensee gives the other party at least one hundred and twenty (120) days written notice prior to the end of the Term or a Renewal Term of that party's intention not to renew.

Each Renewal Term will be governed by the same terms and conditions set out herein except for the License Fee, which will increase at the start of each Renewal Term by a percentage equal to the percentage of the increase in the Consumer Price Index from the Commencement Date or the start of the previous Renewal Term (if any) as the case may be, to the start of the applicable Renewal Term.



**4. Commencement Dates**

The commencement date of the Initial Term of the License Agreements for the MTR's and POP's shall be as detailed on the attached Schedules "A" and "B".

**5. Square Footage of POP's and MTR's**

The square footages of the POP listed on the attached Schedule "A" and "B" are subject to adjustment based on actual measurements. The Licensee and Licensor agree that the square footages of the MTR's are subject to deduction based on the area occupied (Deemed Area) by the Licensee. No deductions will be applicable for any POP rooms. The parties agree that the deemed area of all MTR's & POP's occupied by Licensee is not less than 50 square feet.

The Licensee agrees to measure all POP's and MTR's and to provide the Licensor with drawings that detail all measurements and any deductions to derive the Deemed Area for the MTR's.

**6. Riser Management**

If the Licensor elects to retain a Riser Manager, the Licensee will, to the extent directed by the Licensor (i) recognize the Riser Manager as the duly authorized representative of the Licensor, and (ii) abide by all reasonable policies, directions and decisions of the Riser Manager pertaining to matters such as the use of Communication Spaces and other areas within the Building, and the installation and operation of equipment having regard to safety, operational and building integrity concerns.

Despite the foregoing or anything else contained herein to the contrary, the Licensee will not be responsible for any Riser Manager costs, however if the Licensor employs a third party to install In-Building Wire on behalf of the Licensee, the Licensee will be responsible for the actual costs plus fifteen (15%) related to such In-Building Wiring requested by the Licensee.

**7. Consolidation**

The Licensee shall have the sole option to terminate any existing License Agreement, as denoted on Schedule "A" as a result of consolidating space within these properties. The Licensee must provide a minimum ninety (90) days prior written notice and must provide vacant possession and make good the space within the earlier of the next anniversary date of the License Agreement or within 90 days. Any prepaid Fees will not be re-imbursed to the Licensee as a result of this termination provision.

## **8. Recoverable Costs**

The Licensee agrees to pay the following additional or recoverable costs as follows:

- (a) architectural, mechanical and electrical consulting fees to provide or review architectural, electrical and heating, ventilating and air-conditioning design for construction of additional main terminal room or point of presence space (Equipment Room space), riser rooms and other areas requiring reconstruction to accommodate the installation of the Licensee's Equipment;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work, as contemplated by Section 7(a). In the event the Licensor is able to rely only on its base building personnel for the review of the Plans and Specifications and monitoring as set out Section 7(a), then the Licensee shall be responsible for the Licensor's administrative charge of three fifty hundred fifty dollars (\$350.00) plus Goods and Services Tax.

## **9. Electric Utilities**

The Licensor may estimate, acting reasonably, the amount of electricity consumed by the Licensee within the MTR's and POP's, which amount shall be paid by the Licensee within thirty (30) days upon receipt of invoice. Alternatively, either party may install a meter at its own cost and in that case the Licensee will pay for electricity consumption based on the meter reading.

The parties agree that this agreement shall replace the previous agreement dated June 22, 2006 that had been executed by both the Licensee and the Licensor.

Please sign in the space provided as acceptance of this proposal and return to my attention by Friday March 30, 2007. Both parties agree to work together to finalize the template agreement within thirty (30) days or sooner upon acceptance of this proposal.

Sincerely,

**Brookfield Properties Management Corporation**

**Vice President, Operations and Technical Services**

**Accepted By:**

**Per:**



**Date:**

Mar 27, 2007

# INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT made as of the 19 day of January, 2007 between BROOKFIELD PROPERTIES CORPORATION as the Licensors and BELL CANADA as the Licensee.

The information is as follows:

**Building:** The building municipally known as Altius Centre, 500 – 4<sup>th</sup>. Avenue S.W., in the City of Calgary, and the Province of Alberta.

**Floor Area of Deemed Area:** Area "A" - PoP deemed as 210 square feet.  
Area "B" - PoP deemed as 80 square feet

**Commencement Date:** Area "A" - the first day of December 2006  
Area "B" - The first day of July 2007

**License Fee:** Area "A" - the annual sum of Five Thousand Two Hundred and Fifty dollars (\$5,250.00) calculated based on the annual rate of Twenty-Five dollars (\$25.00) per square foot of the floor area of the Deemed Area.  
Area "B" - the annual sum of Two Thousand dollars (\$2,000.00) calculated based on the annual rate of Twenty-Five dollars (\$25.00) per square foot of the floor area of the Deemed Area.  
The exact measurement of the Deemed Areas may be verified by an architect or surveyor employed by the Licensors for that purpose and upon verification, an adjustment of the License Fee and the floor area will be made at the next anniversary of the Commencement Date.

**Hydro Rates:** Area "A" - \$ 600.00 plus GST paid annually in advance. \*See Clause 6, "Electrical Utilities".  
Area "B" - \$ 600.00 plus GST paid annually in advance. \*See Clause 6, "Electrical Utilities"

<p><b>Notices:</b> Licensors</p> <p>Brookfield Properties Management Corporation Suite 1700, 335 – 8<sup>th</sup>. Ave. SW Calgary, AB T2P 1C9 Attention: Legal Department Fax: (403) 770-7030</p> <p>With a copy to:</p> <p>Brookfield Properties Suite 800, 335 – 8<sup>th</sup>. Ave. SW Calgary, AB T2P 1C9 Attention: Mgr. Technical Services Jeff Moldon Ph: (403) 770-7113 Fax: (403) 770-7030</p>	<p>Licensee</p> <p>Nexacor Realty Management Inc. 87 Ontario Street, 2<sup>nd</sup>. Floor Montreal, Quebec H2X 1Y8 Attention: Lease Administration Fax: (514) 840-8404</p> <p>With a copy to:</p> <p>BELL CANADA Suite 2100, 111 – 5<sup>th</sup>. Avenue SW Calgary, Alberta T2P 3Y6 Attention: Senior Legal Counsel Fax: (403) 410-4019</p>
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**Prime Rate Reference Bank:** The Toronto Dominion Bank.

**Renewal Term:** Three (3) periods of Five (5) years each

**Term:** Area "A" - the period starting on the Commencement Date, and ending on the 30 Day of November 2011

Area "B" - the period starting on the Commencement Date, and ending on the 30 Day of June 2012

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June 22, 2006

Mr. Marc J. Barnes, M.A.  
Regional Manager - Building Access  
Bell Canada  
Room 701  
78 O'Connor Street  
Ottawa, ON K1P 5M7

Dear Marc;

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**3. Commencement Dates**

The commencement date for all MTR's shall be June 1, 2006. The commencement date for all POP's shall be the 1<sup>st</sup> day following when the Fees for the existing License Agreements have been paid up to.

**4. Square Footage of POP's and MTR's**

The square footages of the POP listed on the attached Schedule "A" and "B" are subject to adjustment. The Licensee and the Licensor agree that the square footages of the MTR's are subject to deduction based area occupied (Deemed Area) by the Licensee. No deductions will be applied to any POP rooms. The parties agree that the deemed area of all MTR's & occupied by Licensee is not less than 50 square feet.

The Licensee agrees to measure all POP's and MTR's and to provide the Licensor with drawings that detail all measurements and any deductions to derive the Deemed Area for the MTR's.

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Despite the foregoing or anything else contained herein to the contrary, the Licensee will not be responsible for any Riser Manager costs, however if the Licensor employs a third party to install In-Building Wire on behalf of the Licensee, the Licensee will be responsible for the actual costs plus fifteen (15%) related to such In-Building Wiring requested by the Licensee.

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- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements;
- (c) electrical engineering and construction to provide sufficient power distribution to support the power loads anticipated for the Licensee's Equipment, including any connection to any emergency generator power grid that may be made available using a transfer switch;
- (d) the installation of any secured entry devices or other mechanical or electronic security devices that may be installed to satisfy the requirements of the Licensee;
- (e) construction for additional space or reconstruction or modification of existing space to accommodate the Licensee and modifying, enlarging or enhancing any telecommunication related facilities that must be made to accommodate the requirements of the Licensee including the reviewing of plans, specifications and working drawing and the monitoring of the performance of work and the obtaining of professional advice from engineers and technical experts;
- (f) any other reasonable costs of facilitating the initial set up of the Licensee's operations within the Building; and
- (g) reviewing plans, specifications and working drawings and monitoring performance of work, as contemplated by Section 7(a). In the event the Licensor is able to rely only on its base building personnel for the review of the Plans and Specifications and monitoring as set out Section 7(a), then the Licensee shall be responsible for the Licensor's administrative charge of three fifty hundred fifty dollars (\$350.00) plus Goods and Services Tax.

#### **9. Electric Utilities**

The Licensor may estimate, acting reasonably the amount of electricity consumed by the Licensee which amount plus an administration fee of fifteen percent (15%) of the amount shall be paid by the Licensee within thirty (30) days upon receipt of invoice. Alternatively, either party may install a meter at its own cost and in that case the Licensee will pay for electricity consumption based on the meter reading plus an administration fee of fifteen percent (15%).



30<sup>th</sup>      *DA*

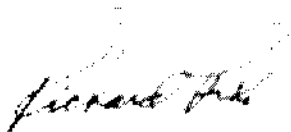
This proposal is open for acceptance until 12:00 noon on Friday, June 28, 2006. Should the Licensee not sign and return a copy of this proposal by such date and time, then this proposal shall be null and void and no longer in force or effect.

Please sign in the space provided as acceptance of this proposal and return to my attention by the date and time stipulated above. Both parties agree to work together to finalize the template agreement within thirty (30) days or sooner upon acceptance of this proposal.

The parties agree and understand that the attached Schedules "A" & "B" are subject to change to incorporate the actual area measurements, commencement dates for each agreement and the actual properties that Group Telecom and Bell West are located.

Sincerely,

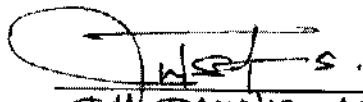
**Brookfield Properties Management Corporation**



**Richard W. Pike,  
Vice President, Operations and Technical Services**

**Accepted By:**

**Per:**

  
**JIM BAKNIS, ASSOC. DIRECTOR ASSET MANAGEMENT.**

**Date:**

THURS. JUN. 29. 2006 11:05am.



Properties		Address	City	Type	Commencement Date	Drawing Date	Actual Area SF	Deemed Area SF	Rent Rate	Year One Fees
Eastern Region										
BCE Place	181 Bay Street	Toronto	POP	December 1, 2006	March 3, 2004	247.19	250.00	\$ 35.00	\$	8,750.00
Bay Wellington Tower	181 Bay Street		MTR	December 1, 2006	March 3, 2004	621.00	590.00	\$ 35.00	\$	20,650.00
TD Canada Trust Tower (1)	161 Bay Street		MTR	December 1, 2006	March 3, 2004	636.00	640.00	\$ 35.00	\$	22,400.00
22 Front	22 Front Street		MTR	December 1, 2006	March 30, 2004	369.50	290.00	\$ 25.00	\$	5,000.00
Exchange Tower	130 King Street West	Toronto	POP	December 1, 2006	July 7, 2006	205.00	205.00	\$ 35.00	\$	7,175.00
			MTR	December 1, 2006	March 3, 2004	761.50	760.00	\$ 35.00	\$	26,900.00
Atrium on Bay	20 Dundas Street West	Toronto	MTR	December 1, 2006	April 15, 2004	471.20	380.00	\$ 30.00	\$	11,400.00
Hudson's Bay Centre	2 Bloor Street East	Toronto	MTR	December 1, 2006	March 30, 2004	198.44	200.00	\$ 25.00	\$	5,000.00
Queen's Quay Terminal	207 Queen's Quay West	Toronto	MTR	December 1, 2006	March 30, 2004	43.70	50.00	\$ 25.00	\$	1,250.00
2 Queen Street East	2 Queen Street East	Toronto	MTR	December 1, 2006	June 8, 2006	520.74	150.00	\$ 25.00	\$	3,750.00
Yonge Richmond Centre	151 Yonge Street	Toronto	MTR	December 1, 2006	June 8, 2006	291.60	190.00	\$ 25.00	\$	3,750.00
HSBC Building	70 York Street	Toronto	MTR	December 1, 2006	March 30, 2004	94.40	90.00	\$ 25.00	\$	2,250.00
Lombard Place	105 Adelaide Street West	Toronto	MTR	December 1, 2006	March 30, 2004	173.70	130.00	\$ 25.00	\$	3,250.00
2 St. Clair Avenue West	2 St. Clair Avenue West	Toronto	MTR	December 1, 2006	June 8, 2006	135.50	70.00	\$ 25.00	\$	1,750.00
40 St. Clair Avenue West	40 St. Clair Avenue West	Toronto	MTR	December 1, 2006	June 8, 2006	83.50	75.00	\$ 25.00	\$	1,875.00
18 King Street	18 King Street East	Toronto	MTR	December 1, 2006	June 8, 2006	196.80	100.00	\$ 25.00	\$	2,500.00
First Canadian Place	100 King Street West	Toronto	MTR	December 1, 2006	June 20, 2006	1,060.80	1,060.00	\$ 35.00	\$	37,100.00
Acres House	4342 Queen Street	Niagara Falls	MTR	December 1, 2006	July 5, 2006	170.00	75.00	\$ 20.00	\$	1,500.00
Place de Ville	320 Queen St. - Room 117a (1)	Ottawa	MTR	May 1, 2008	May 27, 1993	1,173.00	1,173.00	\$ 25.00	\$	29,325.00
	320 Queen St. - Room 117b (1)			May 1, 2008	May 27, 1993	422.00	422.00	\$ 25.00	\$	10,550.00
	320 Queen St. - Room 104a			December 1, 2006	October 17, 2006	253.00	253.00	\$ 25.00	\$	6,325.00
	320 Queen St. - Concourse			December 1, 2006	June 15, 2006	221.60	180.00	\$ 25.00	\$	4,500.00
Jean Edmonds Tower	300 Slater Street	Ottawa	MTR	December 1, 2006	June 15, 2006	190.30	175.00	\$ 25.00	\$	4,375.00
Walkley Road	365 Laurier St	Ottawa	MTR	December 1, 2006	June 15, 2006	144.20	130.00	\$ 25.00	\$	3,250.00
							8,704.47	7,508.00	\$	224,275.00

## Notes

(1) Room 117 a &amp; b are currently under an old agreement that expires on April 28, 2008 at the rate of \$24.43.

Brookfield Properties



Bel Canada/Bell West  
License Fees

		Schedule "B"						
Properties	Address	City	Type	Commencement Date	Drawing Date	Actual Area SF	Deemed Area SF	Year One Fees
Western Region								
Bankers Hall	855-2nd Street S.W.	Calgary	POP	July 1, 2003	September 1, 2005	144.00	144.00	\$ 5,040.00
Petro-Canada Centre	111-5th Avenue S.W.	Calgary	POP	December 1, 2006	January 4, 2000	123.00	123.00	\$ 4,305.00
Fifth Avenue Place	420-2nd Street S.W.	Calgary	POP	December 1, 2006	March 1, 2000	152.57	153.00	\$ 5,355.00
Gulf Canada Square	401-9th Avenue S. W.	Calgary	POP	December 1, 2006	March 1, 2000	123.40	123.00	\$ 3,690.00
Aldus Centre	500-4th Avenue S. W.	Calgary	POP	December 1, 2006	December 21, 2000	210.18	210.00	\$ 5,250.00
Enbridge Tower	10201 Jasper Avenue	Edmonton	POP	December 1, 2006	June 3, 2006	144.00	144.00	\$ 3,600.00
Canadian Western Bank Place	10303 Jasper Avenue	Edmonton	POP	December 1, 2006	No Date on Drawing	270.00	270.00	\$ 6,750.00
Royal Centre	1055 West Georgian Street	Vancouver	POP	July 1, 2003	June 27, 2006	202.00	155.00	\$ 4,125.00
						1359.25	1332.00	\$ 38,115.00

Brookfield Properties Management Corporation

*Richard Pike*  
Richard Pike, Vice-President, Operations and Technical Services

*December 1, 2006*  
Date Approved

Bel Canada

*Marc J. Barnes*  
Marc J. Barnes

*December 1, 2006*  
Date Approved

Brookfield Properties



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License Fees

Schedule "A"

Properties	Address	City	Type	Commencement Date	Drawing Date	Actual Area SF	Deemed Area SF	Rental Rate	Year One Fees
<u>Western Region</u>									
Bankers Hall	855-2nd Street S.W.	Calgary	POP	December 1, 2006	September 1, 2005	104.00	104.00	\$ 35.00	\$ 3,640.00
Petro-Canada Centre	111-5th Avenue S.W.	Calgary	POP	December 1, 2006	June 26, 2006	164.00	164.00	\$ 35.00	\$ 5,740.00
Fifth Avenue Place	420-2nd Street S.W.	Calgary	POP	December 1, 2006	June 26, 2006	80.00	80.00	\$ 35.00	\$ 2,800.00
Gulf Canada Square	401-8th Avenue S. W.	Calgary	POP	December 1, 2006	No Date on Drawing	85.00	85.00	\$ 30.00	\$ 2,550.00
Altus Centre (1)	500-4th Avenue S. W.	Calgary	POP	July 1, 2007	February 18, 2000	80.00	80.00	\$ 25.00	\$ 2,000.00
Enbridge Tower	10201 Jasper Avenue	Edmonton	POP	December 1, 2006		Not in the building		\$ 25.00	\$ -
Canadian Western Bank Place	10303 Jasper Avenue	Edmonton	POP	December 1, 2006	No Date on Drawing	108.00	108.00	\$ 25.00	\$ 2,700.00
Royal Centre	1055 West Georgian Street	Vancouver	POP	December 1, 2006	June 27, 2006	202.00	165.00	\$ 25.00	\$ 4,125.00
						823.00	786.00		\$23,556.00

Brookfield Properties Management Corporation

Bell Canada

Richard Pike, Vice-President, Operations and Technical Services

Marc J. Barnes

Date Approved

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