

TELECOMMUNICATIONS LICENSE AGREEMENT

BETWEEN:

HOOPP Realty Inc.

("Licensor")

- and -

Bell Canada

("Licensee")

TELECOMMUNICATIONS LICENSE AGREEMENT
INFORMATION PAGE

This page sets out information which is referred to and forms part of the TELECOMMUNICATIONS LICENSE AGREEMENT dated the 27th day of February, 2020 between **HOOPP Realty Inc.**, as the Licensors and **Bell Canada**, as the Licensee.

Building: the building(s) located on the land legally described as 2 & 8 Prologis Blvd (the "**Lands**") and municipally known as in the City of Mississauga to Province of Ontario.

Floor Area of Deemed Area: 35 square feet. The exact measurement of the Deemed Area may be verified by an architect or surveyor employed by the Licensors for that purpose and, upon such verification, an adjustment of the License Fee and the floor area will be made retroactively to the Commencement Date.

Commencement Date: the 1st day of March, 2020

Term: 5 years, stating on the Commencement Date and ending on the 31st day of February 28, 2025.

License Fee: \$900.00 annually in advance due on the Commencement Date and each anniversary thereafter.

Electricity Charges: an amount as set out in Section 3(a).

Renewal Term(s): Two (2) period(s) of Five (5) years.

Notices:	Licensors: HOOPP Realty Inc. c/o Triovest Realty Advisors Inc. Suite 1200 40 University Avenue Toronto, ON M5J 1T1 Attn: The President FAX (416)-362-9646	Licensee: c/o BGIS O&M Solutions Inc. 87 Ontario St. West, 8th Floor Montreal, QC H2X 0A7 Attention: Department, Client Services; and Department, Lease Administration Fax: (514) 840-8404 with a copy to: Bell Canada Real Estate Services 87 Ontario St. West, 6th Floor Montreal, QC H2X 1Y8 Attention: Director, Strategic Asset Planning Fax: (514) 391-7990
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TELECOMMUNICATIONS LICENCE AGREEMENT

This Licence Agreement made as of this 27th day of February, 2020

B E T W E E N:

HOOPP Realty Inc.

(hereinafter the "Licensor")

- and -

Bell Canada

(hereinafter the "Licensee")

A. The Licensor is the owner of the building known and municipally located at 2 Prologis Blvd, Mississauga, Ontario (the "**Building**").

B. The Licensor has agreed to grant to the Licensee a non-exclusive license to install, operate, maintain, repair, improve, upgrade, replace, relocate and remove certain telecommunications equipment in the Building at the location(s) shown on Schedule "A" attached hereto on the terms and conditions more particularly set out in this Agreement, solely for the purpose of providing Services to the tenant or occupants of the Building.

1. DEFINITIONS

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

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

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

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

"**Building Rules**" has the meaning set out in Section 7(a)(v).

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

"**Cable**": fibre optic, coaxial, copper cables and, wires and any other transmission medium used to provide the Services.

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

"**Communications Equipment**": cabinets, racks, electronic equipment, and other equipment that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are installed or are to be installed by the Licensee, in the Deemed Area all as described in Schedule "B" and such other equipment as may be installed by the Licensee during the Term and Renewal Term, as approved by the Licensor in accordance with Section 6.

"Communications Spaces": telecommunications pathways and Cable pathways designated by the Licensor, acting reasonably, for use by the Licensee to provide Services to tenants and occupants of the Building and such other pathways used by the Licensee during the Term and Renewal Term as approved by the Licensor in accordance with Section 6.

"Connecting Equipment": the Cables, fibre guides, fibre entrance cabinets, fibre patch panels, conduits, inner ducts and connecting hardware that (i) have been installed by the Licensee or a corporate predecessor of the Licensee before the date of this Agreement, or (ii) are described in Schedule "B" and are installed, or to be installed by the Licensee, through the Entrance Link, and the Communication Spaces, and (iii) such other connecting equipment as may be installed by the Licensee in the Building during the Term and Renewal Term, as approved by the Licensor in accordance with Section 6, that is connected to the Entrance Cable, Main Distribution Frame, Communications Equipment, or Cable or that is used to house or carry Cable.

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

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

"CRTC": the Canadian Radio-television and Telecommunications Commission or any successor body thereto having jurisdiction.

"Deemed Area": the area described in Schedule "A".

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

"Entrance Link": the core sleeve, or other penetration designated by the Licensor, acting reasonably, through the Building's foundation walls or elsewhere containing the Entrance Cable.

"Equipment Room": the area containing the Main Distribution Frame for the Building.

"Event of Default": defined in Section 17.

"Existing Equipment": that part of the Licensee's Equipment installed before the date of this Agreement.

"Fee": any amount payable by the Licensee under this Agreement.

"Hazardous Substance": any substance that is controlled by, regulated, or restricted under the laws of the

Province in which the Building is situated or under the laws of Canada, including any regulations, guidelines, policy statements and restrictions pertaining to the protection of the natural environment, quality of air, water and other aspects of the environment and including but not limited to polychlorinated biphenyl, asbestos, and other substances commonly referred to as pollutants, contaminants or hazardous substances.

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

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

"Inside Wire": Cables, wires and other facilities which are usually in, or in proximity of, premises of the tenants or occupants of the Building, and which are under those persons' or entities' responsibility and control, or as may otherwise be defined from time to time by the CRTC.

"Installation Date": date original Communications Equipment installed in the Building

"Lands": the lands occupied by the Building, described on the Information Page.

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

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

"Licence Fee": the annual sums stated as the Licence Fee on the Information Page.

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

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

"Owner(s)": the owner or owners from time to time of the freehold or leasehold title of the Lands, the Building or either of them with sufficient right, title and interest in the Building and Lands to grant this Licence.

"Plans and Specifications": the working drawings, plans, specifications, and other applicable construction or installation plans referred to in Section 6(a).

"Recoverable Costs": the costs and expenses particularized on Schedule "C" for building services requested of the Licensor by the Licensee or caused by the Licensee's construction and installation activities relating to the provision of the Services in the Building. However, Recoverable Costs shall not include costs that would be incurred by the Licensor in any event or in the ordinary course of the construction, ownership or operation of the Building, costs that have already been incurred by the date of execution of this Agreement, the costs associated with the negotiation, management, administration, monitoring and enforcement of this Agreement or of other agreements with TSPs, or (except for charges for services identified in Schedule "C" and provided by the Riser Manager), fees in relation to a Riser Manager attributable to the Licensee.

"Released Licensee Persons": the Licensee and the officers, directors, employees, agents and contractors, and subcontractors of the Licensee and those for whom the Licensee is responsible at law.

"Released Licensor Persons": the Licensor and Owner(s) and property manager of the Building and any lender that holds security on the Building, and the respective officers, directors, employees, agents and contractors of all and any of them.

"Relocation Costs" has the meaning set out in Section 2(d).

"Relocation Notice" has the meaning set out in Section 2(d).

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

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

"Services": the telecommunications or other communications services provided now or in the future by the Licensee to tenants or occupants in the Building.

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

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

The following Schedules form part of this Agreement:

Schedule "A" – Deemed Area;

Schedule "B" – Connecting Equipment;

Schedule "C" – Recoverable Costs.

2. **GRANT**

- (a) The Licensor grants to the Licensee for the Term, a non-exclusive licence:
 - (i) to install, operate, maintain, repair, improve, upgrade, replace, relocate (within the Equipment Space) and remove, at the Licensee's sole expense and risk, the Entrance Cable, Communications Equipment, Connecting Equipment, and Cable;
 - (ii) to use the Entrance Link, Main Distribution Frame, and Communications Spaces;
 - (iii) to connect the Entrance Cable to the Communications Equipment and to the Main Distribution Frame; and
 - (iv) to connect the Licensee's Equipment to the In-Building Wire and Inside Wire .
- (b) The Licensee shall be provided access to the Lands and Buildings in order to exercise its non-exclusive licence, twenty four hours per day, three hundred and sixty five days per year subject to:
 - (i) the Licensor's reasonable security requirements;

- (ii) the notice requirement as provided in Section 8(b); and
 - (iii) an event of Force Majeure as provided in Section 32.
- (c) The Licensee shall use the Equipment Room and Deemed Area for the sole purpose of providing Services to tenants and occupants in the Building on the Lands. The Licensee is expressly forbidden to serve other properties from the Building.
- (d) The Licensor may, at any time, require the Licensee to relocate, within the Building in which the Licensee's Equipment is located, any or all of the Licensee's Equipment and the Deemed Area. Upon receipt of not less than one hundred and twenty (120) days advance written notice from the Licensor (a "**Relocation Notice**"), the Licensee shall relocate the Licensee's Equipment to the newly designated Deemed Area following confirmation by the Licensee that such new location has sufficient specifications to enable the Licensee to continue to provide the Services. If the Relocation Notice requires the relocation to occur within the first two years after the Installation Date, the Licensor will be solely responsible for the expenses of the relocation (the "**Relocation Costs**"). If the Relocation Notice does not require the relocation to occur until after that two year period, the Relocation Costs shall be shared equally by the Licensor and the Licensee, unless the relocation is primarily to accommodate another supplier of Services. In that case, the Licensee will not be required to pay any part of the Relocation Costs. The Licensor shall permit the Licensee to effect any relocation using a procedure that will ensure that the relocated equipment is operational for service prior to discontinuing service from the previous service location. If a Relocation Notice is delivered, the Licensee will, within fifteen (15) days after its receipt, deliver written notice to the Licensor setting out particulars of its estimate of the Relocation Costs, and the Licensor will be entitled to rely upon that estimate in proceeding with the relocation. The Licensor may at any time within fifteen (15) days after receipt of the Licensee's estimate of the Relocation Costs rescind its Relocation Notice by giving written notice to the Licensee to that effect.
- (e) The Licensor makes no warranty or representation that the Equipment Room, Deemed Area, the Communications Spaces or any part of the Building is or are suitable for the Licensee's use.
- (f) The Licensor may grant, renew or extend similar licenses to other suppliers of telecommunications services. The Licence granted by this Agreement is revocable only in accordance with the express terms of this Agreement.
- (g) The Licensee agrees to assist the Licensor in improving the space and operating efficiencies within the Building by undertaking the following, at the Licensee's cost, at the request of the Licensor and within timeframes approved by the Licensor, acting reasonably:
 - (i) identifying Existing Equipment;
 - (ii) upon reasonable request from the Licensor, to achieve improved space and operating efficiencies in connection with specific cases, examining, identifying and labelling specific items of Existing Equipment;
 - (iii) relocating, reconfiguring and improving space and operating efficiencies related to Existing Equipment in accordance with the reasonable requests of the Licensor,

but subject to Section 2(d); and

- (iv) upon request from the Licensor and with reasonable time to respond in the circumstances, providing to the Licensor its existing available information on its Existing Equipment, e.g. concerning types of wiring, wiring casings, materials used in the Existing Equipment, sizes, capacities and other information, where that other information may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or if required by the Licensor's insurers.
- (h) The relationship between the Licensor and the Licensee is solely that of independent contractors, and nothing in this Agreement shall be construed to constitute the parties as employer/employee, partners, joint venturers, co-owners, agent or otherwise as participants in a joint or common undertaking.

3. LICENCE FEES, ELECTRICITY AND OTHER CHARGES

The Licensee shall pay to the Licensor the Licence Fee as outlined on the Information Page without any deduction, set-off or abatement. In addition to the Licence Fee set out above, the Licensee shall pay to the Licensor:

- (a) the cost, if any, of supplying electricity used or consumed by the Licensee in connection with its operation of the Communications Equipment on the basis the Licensee's estimate agreed upon by the Licensor, both acting reasonably, payable annually, sixty (60) days from receipt of the invoice. At the Licensee's option, the Licensee may install, at the Licensee's expense and in a location approved in advance by the Licensor, a separate meter to monitor the supply of electricity used or consumed by the Licensee under this Agreement, and in that case the Licensee will pay for its electricity consumption directly to the Licensor or the utility supplier, as is applicable, at the Licensee's option. The Licensor shall notify the Licensee in writing in advance of any planned utility outages that may interfere with the Licensee's Equipment use. The Licensor has no obligation to provide emergency or "backup" power to the Licensee. Any provision of emergency or "backup" power is the sole responsibility of the Licensee;
- (b) any Recoverable Costs, as described in Schedule "C", incurred by the Licensor, within sixty (60) days after receipt of each itemized invoice, without deduction or set off; and
- (c) applicable value added taxes and similar taxes such as "HST" or "GST" payable by the Licensee on all Fees.

The Licensor shall issue invoices to the Licensee for all fees and applicable taxes that include the information required under the *Excise Tax Act* (Canada), its regulations, and *Act Respecting the Quebec Sales Tax* and its regulations, if applicable. The Licensor will maintain records of all amounts invoiced to the Licensee, and all supporting documentation, for a period of seven years from the date of payment of the relevant invoice. The Licensor is registered under Subdivision d of Division V of Part IX of the *Excise Tax Act* (Canada) and has been assigned GST/HST Number **.

4. TERM - OPTION TO RENEW

- (a) The Term of this Agreement starts on the Commencement Date and expires on the date stipulated on the Information Page, unless it is terminated earlier as provided in this

Agreement.

- (b) Provided that the Licensee is not then in default of any of its material obligations under this Agreement beyond the applicable cure period, this Agreement will automatically be renewed for the Renewal Term(s) unless the Licensee gives the Licensor at least 120 days written notice prior to the end of the Term or a Renewal Term of the Licensee's intention not to renew the Licence. Each Renewal Term will be governed by the same terms and conditions set out herein except for: (i) the Renewal Term will be amended as appropriate, (ii) Section 2(g) will not apply, and (iii) the Licence 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.

5. USE

The Licensee will use the Building, Communications Spaces, Deemed Area and the Equipment Room in the Building solely for the purpose of providing Services to the tenants or occupants situated in buildings on the Lands. The Licensee must be properly certified or licensed by the appropriate governing bodies or otherwise be eligible to provide its Services under the Telecommunications Act. This Agreement prohibits the installation or operation of any forms and types of rooftop communications equipment or wireless communications equipment.

6. CONSTRUCTION

- (a) Subject to what is stated below, prior to performance of any work, or the making of any installation, and prior to changes, alterations or upgrades to any existing work or installation in the Building, the Licensee shall, at its sole cost and expense, prepare and deliver to the Licensor working drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the Communication Spaces to be used by the Licensee and the Deemed Area, all specifically describing the proposed construction and work. All working drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment is sufficient for the intended use and or purpose, and or will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee. Despite what is stated above, only an initial "Bay Layout" will be required in respect of equipment intended to be installed in the racks installed inside the Deemed Area and, technical specifications in respect of that equipment will not be required to be provided other than specifications relating to heat generated by the equipment and electrical consumption. Notwithstanding the foregoing, the Licensee is permitted to make minor alterations and improvements to the Equipment Room and the Communications Spaces without the consent of the Licensor, provided the changes are not material in nature and do not affect and or adversely impact the operations of occupants in the Building, the Licensee's electrical consumption, or the dimensions of the Deemed Area.
- (b) The Licensee warrants that, except for the Existing Equipment, the installation of the

Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications and all applicable laws, rules, and regulations ("Laws")

- (c) The Licensee agrees that installation and construction shall be performed:
 - (i) in a neat, responsible, and good and workman-like manner,;
 - (ii) strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing and in compliance with Laws;
 - (iii) in accordance with all applicable Laws; and
 - (iv) using only contractors approved by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor).
- (d) The Licensee shall label each Cable installed by the Licensee on or after the date of this Agreement in the Communications Spaces, in each telephone closet through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
- (e) The Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary permits, licenses and approvals, copies of which will be delivered to the Licensor prior to commencement of construction and work. The Licensee's Equipment shall comply with all applicable standards including safety, as may be periodically revised by any governing body with jurisdiction over the Licensee's operations.
- (f) The Licensee shall not, during construction or otherwise, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building or any entrance ways.
- (g) The Licensee may amend or supplement the Plans and Specifications approved by the Licensor, from time to time, with the prior written consent of the Licensor, for the purpose of serving tenants and occupants of the Building. All terms and conditions of this Section 6 shall apply to the approval of such amended or supplanted Plans and Specifications.
- (h) Prior to the installation of any additional Licensee's Equipment under this Agreement, the Licensee will also provide to the Licensor the information the Licensor reasonably requires, including types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

7. COVENANTS

(a) The Licensee covenants as follows:

- (i) The Licensee shall, at its sole cost and expense, maintain and repair the Deemed Area and the Licensee's Equipment in proper operating condition and maintain them in satisfactory condition as to safety.
- (ii) The Licensee shall, at its sole cost and expense, diligently, expeditiously and professionally repair any damage to the Building, Communications Spaces and any other property owned by the Licensor or by any lessee or licensee of the Licensor or by any other occupant of the Building solely to the extent such damage is caused in whole or in part by the Licensee or any of its agents, representatives, employees, contractors, subcontractors, or . If the Licensee fails to repair or refinish the damage in accordance with the foregoing, the Licensor may, upon 30 days' prior written notice to the Licensee, repair or refinish such damage and the Licensee shall reimburse the Licensor all direct, reasonable costs and expenses incurred in such repair or refinishing, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iii) The Licensee shall not interfere with the use and enjoyment of the Building by the Licensor or by lessees, or licensees of the Licensor or tenants or occupants of the Building or other buildings. If such interference occurs, the Licensor shall give the Licensee written notice thereof and the Licensee shall take steps to remedy such interference as soon as possible but not more than forty-eight (48) hours after receipt of notice. If the Licensee fails to take steps to correct the interference after proper notification, the Licensor may take any action the Licensor deems appropriate to correct the conditions, all at the cost of the Licensee, plus an administration fee equal to fifteen percent (15%) of those costs.
- (iv) The Licensee's Equipment shall not disrupt, adversely affect or interfere with other TSPs in the Building. The Licensee will take steps to correct any interference caused by the Licensee's Equipment to the services of other TSPs in the Building, the Building's operating, elevator, safety, security, or other systems, or any tenant's or occupant's rights of enjoyment, including their respective use or operation of communications or computer devices or with the systems, facilities, and devices situated in neighbouring properties. The Licensee shall correct such interference as soon as possible but not more than forty-eight (48) hours after receiving written notice of such interference.
- (v) The Licensee will comply with all building rules (the "**Building Rules**"), as periodically adopted by the Licensor, acting reasonably, and provided to the Licensee in writing in advance, and will cause its agents, employees, contractors, invitees and visitors to do so provided that in the event of a conflict between the Building Rules and the terms of this Licence, the terms of this Licence shall prevail and provided further that and further that the Licensor enforces the Building Rules equally among all TSPs in the Building.
- (vi) The Licensee will comply with all applicable rules and regulations periodically issued by any and all governing bodies pertaining to the installation, maintenance,

operation and repair of the Deemed Area, the Equipment Room, the Licensee's Equipment and In-Building Wire, including the Licensee's provision of Services.

- (vii) The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the In-Building Wire. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other L.E.C.s to connect to and use In-Building Wire under its responsibility and control and conversely, to connect to and use In-Building Wire under the control and responsibility of other local exchange carriers, at no cost to the Licensor.
 - (viii) Except as required or mandated by the CRTC,
 - (a) the Licensee will not permit nor be required to allow any other TSP to co-locate equipment in its Deemed Area, nor will it
 - (b) permit any third-party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building.
 - (ix) The Licensee will not use any part of the Licensee's Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network where disruption of the operation or use of the Licensee's Equipment or any part of it would have the effect of disrupting service to persons outside of the Building.
 - (x) The Licensee will strictly comply with all occupational health and safety legislation, workers' compensation legislation, and other governmental requirements relating to performance of work and adherence to safety standards, as applicable.
 - (xi) If the 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 provided such policies, directions and decisions are consistent with the terms of this Agreement.. Despite the foregoing or anything else contained herein to the contrary, and unless agreed to in writing by the Licensee in its sole discretion, the Licensee shall not be required to use the services of any Riser Manager or any other third party for any In-Building Wire.
- (b) The Licensor covenants:
- (i) To operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with applicable laws and regulations and accepted building industry standards;
 - (ii) That any consent or approval of the Licensor pursuant to the terms of this Licence shall not be unreasonably withheld, conditioned or delayed, except as is expressly

provided for;

- (iii) Subject to the Licensee reimbursing the Licensor for the Licensor's reasonable costs in doing so, and subject to payment to the Licensor of an administration fee of fifteen percent (15%) of those costs, to cooperate with the Licensee to the extent reasonable in obtaining all necessary consents, permits and authorizations as may be required for the Licensee's construction, installation and operations provided for in this Agreement, in or in respect of the Building; and
- (iv) If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building, the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.

8. ACCESS

- (a) The Licensee's authorized representatives, agents, contractors and subcontractors will have access to the Communications Spaces, Deemed Area and Equipment Room, including ingress and egress to the Lands and non-exclusive use of an elevator at all times during normal business hours, and at other times as agreed by the parties in advance, for the purposes of installing, maintaining, operating, improving, activating, upgrading, relocating within the Equipment Room and repairing the Licensee's Equipment, including CRTC-mandated service provisioning and service repairs. The Licensor will give the Licensee's authorized employees or properly authorized contractors, subcontractors, and agents of the Licensee ingress and egress to the Lands, Building and Communications Spaces including non-exclusive use of an elevator during normal business hours, and at other times as agreed by the parties in advance. However, only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of the Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building, Communications Spaces, Equipment Room, or other areas in the Building and only upon the conditions set forth in this Agreement. The Licensee shall be fully responsible for the acts or omissions of its employees or other authorized persons invited on its behalf to enter the Communication Spaces, Equipment Room, or other areas in the Building.
- (b) Except in the event of an emergency and as described below, the Licensee will give at least twenty-four (24) hours notice to the Licensor of its intent to enter Communications Spaces. At the time that notice is given, the Licensee shall inform the Licensor of the names of the persons who will be accessing the Communications Spaces, the reason for entry, and the expected duration of the work to be performed. For routine service activations and repair visits to the Building during normal business hours for which purposes the Licensee requires access without advance notice in order to meet its CRTC-mandated service provisioning and service repair intervals this notice may be given at the time of the entry to the security person, or other person designated for that purpose by the Licensor. Any person who accesses the Building Communication Spaces, or any other part of the Building which the Licensor designates outside of normal business hours, may be required by the Licensor to be accompanied by a representative of the Licensor designated for that purpose

and the cost of providing this form of accompaniment or supervision will be paid by the Licensee to the Licensor based on hourly wage plus an administration fee of fifteen percent (15%). This escort fee shall not apply if it is recovered from tenants through the operating costs of the Building charged to them under their leases. In the event of any emergency, the Licensee shall give to the Licensor as much advance notice as reasonably possible of its intent to enter the Communications Spaces and, within five (5) Business Days following the entry, shall provide to the Licensor a written report detailing the nature of such emergency, the corrective actions taken, and any other relevant information.

- (c) Nothing in this Agreement shall prohibit or otherwise restrict the Licensor and its representatives from having access to and to enter upon and into the Equipment Room or any Deemed Area for the purpose of inspections, conducting maintenance, repairs and alterations which the Licensor wishes to make in connection with the Building, or to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room, Deemed Area, or the Building or for such other purposes as the Licensor reasonably considers necessary, as long as such inspections, maintenance, repairs and /or alterations do not interfere with the use and enjoyment of the Equipment Room and Deemed Area by the Licensee. The Licensor will, however, except in case of an emergency, give the Licensee at least twenty-four (24) hours advance notice before entry into the Deemed Area and will be accompanied by a representative of the Licensee if the Licensee makes a representative available for that purpose within forty-eight (48) hours of the Licensee's receipt of the Licensor's notice.

9. INDEMNIFICATION OF LICENSOR AND INSURANCE

- (a) The Licensee shall indemnify and hold harmless the Licensor and the Released Licensor Persons against all costs, claims, damages, causes of action and liability for personal injury or property damage which arise from the operations, occupancy, Services and or use by the Licensee and those for whom the Licensee is responsible under this Agreement, in law and in contract ("Licensee Responsible Parties") of the Building and or the Communications Equipment Cable, Communications Space, Connecting Equipment, Cross Connection, Entrance Cable, Existing Equipment, In Building Wire and Main Distribution Frame, hereinafter collectively referred to as "The Equipment" (or any part thereof), and which occurs wholly or in part by any negligent act or omission of the Licensee and or the Licensee Responsible Parties, and or by anyone permitted to be in the Building by the Licensee. The Licensee agrees to defend any claim, cause of action or demand against the Licensor and or Released Licensor Persons, including, any of its affiliated or related corporations, or their respective shareholders, agents, employees and those for whom all and any of them are, or is in law responsible arising out of any such occurrence in connection with the Equipment, including the Communications Equipment (or any part thereof) and or the Services (and to pay all costs, expenses and reasonable legal fees incurred or paid by the Licensor and or the Released Licensor Persons in connection with such litigation), except to the extent that such loss or damage is caused by the negligence or wilful misconduct of the Licensor or those for whom it is in law responsible.
- (b) The Licensee shall, at its sole cost and expense, during the Term and any extension obtain and keep in force: (i) all risks property insurance and equipment breakdown insurance for the full replacement cost of the Communications Equipment, the Equipment, and any other property brought into the Building and or Lands and (ii) commercial general liability insurance with limits of not less than TEN MILLION DOLLARS (\$10,000,000.00) inclusive per

occurrence for bodily injury for any one or more persons, or property damage. The policies specified in clauses (i) and (ii) above shall be taken out with insurers reasonably acceptable to the Licensor; shall be in a form reasonably satisfactory to the Licensor; shall include the Licensor and any other parties required by the Licensor, acting reasonably, as additional insured under the commercial general liability policy, and as loss payee under the all risk property insurance and the commercial general liability policy shall include, as applicable, a cross-liability and severability of interests clause and, under the all risk property insurance policy only, a waiver of subrogation in favour of the Licensor and those for whom it is in law responsible and shall be non-contributing with and will apply only as primary and not excess to any other insurance available to all and any of the Licensor, its affiliated or related corporations, and its or their respective shareholders, agents, employees and those for whom all and any of them are or is in law responsible. The Licensee shall provide evidence of such coverages by a Certificate of Insurance to be delivered to the Licensor forthwith upon demand. No such insurance policies shall be invalidated with respect to the interest of the Licensor or any other party added as an additional insured at the Licensor's request, by reason of any breach or violation of any warranty, representation, declaration or condition and shall contain an undertaking by the insurers to notify the Licensor not less than 30 days prior to any cancellation or termination. Follow form excess or umbrella insurance may be used to achieve the required insured limits under commercial general liability.

- (c) If the Licensee fails to take out or keep in force any insurance referred to in this Section 9 the Licensee shall indemnify Licensor as if the Licensee had taken out such insurance described in this Section 9 and should such insurance not be approved by the Licensor acting reasonably, and should the Licensee not commence to rectify diligently (and thereafter proceed to rectify diligently) the situation within 3 Business Days after written notice by the Licensor to the Licensee, the Licensor has the right, without assuming any obligation in connection with its doing so, to effect the insurance at the sole cost of the Licensee and all costs actually incurred by the Licensor shall be paid immediately by the Licensee to the Licensor without prejudice to any other rights or remedies of the Licensor under this Agreement, at law or in equity.
- (d) If the use or manner of use of the Equipment, the Communications Equipment or any acts, errors, omissions, negligence or wilful misconduct of the Licensee or those for whom it is in law responsible anywhere whether in or on the Building and or Lands cause or result in any increase in premiums for any insurance carried by the Licensor with respect to the Building and or Lands or any part thereof, the Licensee shall pay immediately any such increase in premiums.
- (e) Despite any other provision of this Agreement, if any insurer under any insurance policy covering any part of the Building and or Lands maintained by the Licensor or otherwise on or against the Building cancels or threatens to cancel its insurance policy or reduces or threatens to reduce coverage under such policy by reason of the installation or use of the Communications Equipment and or the Equipment by the Licensee or by any transferee, or by anyone permitted by the Licensee to be in the Building, the Licensee shall commence to rectify diligently (and thereafter proceed to rectify diligently) the situation within the time limit specified by the Licensor's insurers after written notice by the Licensor to the Licensee.
- (f) Every exculpatory clause and indemnity in this Agreement that is given to the Licensor is also given: to each of the Licensor's shareholders, officers, directors, employees, agents and those for whom all and any of them are, or is, in law responsible; to any management

company retained by the Licensor to operate the Building; to every owner and mortgagee of the Building; and to each of their respective officers, directors, employees and agents. The Licensor acts as agent or trustee for the benefit of each of such persons or entities so as to enable each of them to enforce the exculpatory clauses and indemnities in this Agreement.

- (g) Where used in this Section 9, Section 10 and Section 14, the term "Licensee" shall mean the Licensee together with its officers, directors, employees, agents, invitees, contractors and licensees and those for whom the Licensee is, in law, responsible.

10. RELEASE BY LICENSEE

In no event will the Licensor be liable to the Licensee and the Licensee releases the Licensor for:

- (a) any damage, theft to the Licensee's Equipment, Equipment Room, and Deemed Area or loss of use of such property;
- (b) the quality, adequacy, compatibility or sufficiency of any Building Communication Spaces provided to the Licensee hereunder, it being acknowledged by the Licensee that all Building Communication Spaces are provided "as is" and "where is", the use of which is at the sole risk of the Licensee;
- (c) the activities of any third party, under the terms of another telecommunications access licence or similar agreement, whether or not the party has been escorted while within the Building;
- (d) any claims resulting from lightning or other electrical current passing through the Building or facilities that cause any damage to the Licensee's Equipment or result in the interruption of any service by the Licensee;
- (e) the inadequacy of any utility service, or the loss of or the failure to provide any utility service save and except for the failure of the Licensor to provide reasonable prior written notice in accordance with Section 3(a). The Licensee acknowledges that interruptions in the supply of any services, systems or utilities are not uncommon in office buildings and the Licensee further acknowledges that any sensitive Licensee's Equipment in and on the Building will be protected by the Licensee from any failure in supply or interruptions through the use of a UPS system, surge protectors and other appropriate safety systems; or
- (f) any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to or loss of or use of property in respect of which the Licensee maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third-party insurer or the Licensee self-insures, it being acknowledged that the Licensor, in requiring the Licensee to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensor.

except to the extent of any grossly negligent or wilful acts of the Licensor.

11. RELEASE BY LICENSOR

The Licensor releases the Licensee in respect of any damage, loss, cost or expense (whether below deductibles or not) which arises from damage to Licensor's property in respect of which the Licensor maintains property insurance coverage or is required to maintain property insurance in accordance with the terms of this Agreement, whether the property insurance is provided by a third-party insurer or the Licensor self-insures, it being acknowledged that the Licensee, in requiring the Licensor to maintain property insurance or to self-insure, as provided above, does so with the intent that losses, regardless of how caused, are intended to be covered by that property insurance or self-insurance without any subrogation, claim or other claim associated with the loss or damage being brought against the Licensee. This release extends to any acts or omissions of the Licensee but not to any grossly negligent or wilful acts or omissions of the Licensee.

12. LIENS AND SECURITY INTERESTS

The Licensee shall ensure that no lien, security interest, charge, mortgage, or other encumbrance is claimed in respect of the Building in connection with the Communications Equipment and the Equipment and the Licensee shall indemnify the Licensor and the Released Licensor Persons in respect of all loss, claims, costs and expenses that might be incurred by the Licensor in obtaining the removal from title, and discharging of any notice, claim for lien or other document (including but not limited to a notice under the Personal Property Security Act) provided that the Licensor shall notify the Licensee first and give the Licensee an opportunity to remove such encumbrances from title and discharge any such notice or claims.

13. CONSEQUENTIAL DAMAGES - EXPANDED MEANINGS - AGENCY AND TRUST

- (a) Neither the Licensor nor the Licensee will be liable to the other (regardless of any other provision of this Agreement), in respect of any indirect, special, incidental or consequential damages including loss of business opportunity, even if advised of the possibility of such damages.
- (b) Wherever a release is provided for under this Agreement in favour of the Licensor, it will be deemed to include the Released Licensor Persons. The Licensor acts as agent or trustee for the benefit of the Released Licensor Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.
- (c) Wherever a release is provided for under this Agreement in favour of the Licensee, it will be deemed to include the Released Licensee Persons. The Licensee acts as agent or trustee for the benefit of the Released Licensee Persons, and each of them, to allow them to enforce the benefit of this provision as well as the benefit of each release clause in this Agreement that is intended to benefit them.

14. ASSUMPTION OF RESPONSIBILITY AND CONTROL

The Licensor reserves its right, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer responsibility and control of its In-Building Wire. Such transfer shall be at the sole discretion of the Licensee and on terms and conditions acceptable to the Licensee. If the Licensor assumes responsibility and control of In-Building Wire installed by the Licensee, it will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.

15. ASSIGNMENT, SUBLICENSING, ENCUMBERING, SHARING OF SPACE AND EQUIPMENT BY THE LICENSEE

- (a) The Licensee shall not assign this Agreement in whole or in part without obtaining the prior written consent of the Licensor which consent may not be unreasonably withheld. Despite what is stated above, the Licensee may assign its rights under this Agreement, on a bona fide basis, to an Affiliate without the prior written consent of the Licensor, or to a purchaser of substantially all of the assets of the Licensee if: (i) the assignee executes an agreement with the Licensor to be bound by the terms of this Agreement and agrees to pay the reasonable costs of the Licensor incurred in connection with the preparation, negotiation and finalization of that agreement; (ii) the assignee agrees in the agreement referred to above, that should it cease to be an Affiliate of the Licensee, an assignment in respect of which the Licensor's consent is required as provided above will be considered to occur; and (iii) the assignee provides to the Licensor those reasonable particulars which the Licensor requires in order to satisfy itself concerning the requirements stipulated above, and provides to the Licensor reasonable advance notice to enable it to prepare, negotiate and obtain the execution of the agreement mentioned above and to satisfy itself that the requirements stipulated above are satisfied.
- (b) No assignment whether to an Affiliate or otherwise, shall release the Licensee from any liability or obligation under this Agreement, unless the Licensor provides a release in writing.
- (c) Except as required or mandated by the CRTC and as provided for in this Agreement, the Licensee will not sublicense, co-locate, share the use of, or otherwise provide the benefit of this Agreement to any third party telecommunication provider or other communication service provider and will not mortgage or encumber its rights under this Agreement in favour of any lender without the Licensor's consent. For greater certainty, this prohibition does not preclude the Licensee from entering into Cross-Connections with any other party.
- (d) Despite what is stated above, the Licensee will be permitted to assign its rights under this Agreement to a bona fide lender, as collateral security for any bona fide, secured financing of all or part of its business undertaking. However, this permission does not imply or allow the inference that the Licensor waives, or is willing to forbear from the exercise of its remedies under this Agreement, should an Event of Default occur, nor that any lender will have any greater rights than the Licensee in respect of this Agreement, including but not limited to the restrictions set out in this Section 15.

16. HAZARDOUS MATERIALS

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

17. EVENTS OF DEFAULT - TERMINATION REMEDIES

- (a) Each of the following events shall be deemed to be an Event of Default by the Licensee under this Agreement:
 - (i) the Licensee defaulting in the payment of any Licence Fee, amount, or portion thereof, or other sum of money due to the Licensor pursuant to the terms of this Agreement, and such default continues for more than 30 days, after written notification of such default by the Licensor to the Licensee;
 - (ii) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
 - (iii) the Licensee's becoming insolvent, or the filing, execution, or occurrence of a petition in bankruptcy or other insolvency proceeding by or against the Licensee; or an assignment for the benefit of creditors; or a petition or proceeding by or against the Licensee for the appointment of a trustee, receiver or liquidator of the Licensee or of any of the Licensee's property or a proceeding by any governmental authority for the dissolution or liquidation of the Licensee;
 - (iv) the appointment of a receiver, receiver and manager, or other representative in connection with any default by the Licensee under any loan or debt obligation;
 - (v) the ceasing of the Licensee to carry on business in the ordinary course; and
 - (vi) if the Licensee materially defaults in the observance or performance of any of the Licensee's other obligations under this Agreement and such default continues for more than thirty (30) days after written notification of such default by the Licensor to the Licensee.
- (b) Upon or after the occurrence of an Event of Default the Licensor may elect to terminate this Agreement without limiting its other remedies.
- (c) If the Licensor materially defaults in the observance or performance of any of the Licensor's obligations under this Agreement and such default continues for more than thirty (30) days after written notification of such default by the Licensee to the Licensor, the Licensee may terminate this Agreement without limiting its other remedies.

18. INTENTIONALLY DELETED

19. SALES TAX

The Licensee shall pay, when due, any sales tax, goods and services tax, value added tax or any other tax imposed on the Licensor with respect to any sum payable by the Licensee to the Licensor or otherwise under this Agreement, whether characterized as a sales tax, goods and services tax, value added tax, business transfer tax or otherwise.

20. REMOVAL AND RESTORATION OBLIGATIONS

- (a) Upon the expiration or earlier termination or surrender of this Agreement and so long as there are no active subscribers in the Building to the Services, the Licensee may, at the Licensee's sole cost and expense, remove the Entrance Cable, all of the Licensee's personal property and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSPs. Any material(except the Exempted Items) not so removed by the Licensee within 180 days of the expiry or termination of the Agreement shall become the property of the Licensor without any compensation to the Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to such termination or that arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing and will pay to the Licensor an administration fee equal to 15% of the cost. However, in no event will the Licensee assume costs arising from the removal of inside wiring equipment, including wires, cables, or addressable wall plates. The covenants herein shall survive the expiration or earlier termination or surrender of this Agreement.
- (b) If due to CRTC-mandated obligations upon the Licensee to provide services to other TSPs or pursuant to Section 20(a) the Licensee is not required to remove the Entrance Cable or other items of the Licensee's Equipment ("**Exempted Items**"), then despite the expiration or termination of the Term and any Renewal Term(s) of this Agreement, the Licensee shall retain the ownership of the Exempted Items, and all of the obligations of the Licensee under this Agreement will continue in full force and effect, except that the obligation to pay the Licence Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC-mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 20(a). So long as, and to the extent, a third party assumes responsibility and control of the Exempted Items, and the third party is bound by a telecommunications access agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

21. LICENSOR' S ALTERATIONS

Despite anything else in this Agreement, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building; may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building; may close all or any part of the Building to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building (including areas used or occupied by the Licensee) which serve any part of the Building provided that the Licensee is not prevented from exercising its rights under this Agreement. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

22. NOTICES

Any written information, questions, notices, or correspondence pertaining to this Agreement (a "Notice") shall be sent by mail, postage prepaid, certified or registered mail, to the following address or such other address as may be specified in writing from time to time:

To the Licensor:

The address noted on the Information Page.

To the Licensee:

The address noted on the Information Page.

and service shall be deemed to have been made on the date the Notice was delivered in person or, if mailed by certified or registered mail, on delivery.

23. LICENSEE'S EQUIPMENT TO REMAIN PERSONAL PROPERTY

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

24. LICENCE ONLY

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

25. LIMITATION OF LIABILITY

In the event the Owner enters into an agreement to sell, assign or otherwise transfer its interest in the Building as owner or lessor, the Licensor shall (i) immediately notify the Licensee; and (ii) cause such successor in interest to execute and deliver to the Licensee an agreement (the "Assumption Agreement") whereby the transferee agrees to assume and be bound by all the rights and obligations of the Licensor as set out herein. A lease of the entire Building shall be deemed a transfer within the meaning of this Section. Upon the date any Assumption Agreement becomes effective, the Licensor will be released from its obligations under this Agreement. For greater clarity, nothing in this Section releases the Licensor from any liability(ies) that may arise prior to the date of such sale, assignment or transfer herein.

26. SPECIFIC TERMINATION RIGHTS

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

- (a) where the Building has been destroyed or damaged to such an extent that it is not feasible

to repair it within a period of one hundred and eighty (180) days after the damage;

- (b) where the Deemed Area or the Communications Spaces become damaged and it is not feasible to restore them within one hundred and eighty (180) days after the damage;
- (c) where the Building is expropriated by a lawful authority;
- (d) where the Licensor has *bona fide* plans to redevelop, or otherwise alter the Building in such a manner as to, in the Licensor's opinion, make the relocation of any part of the Deemed Area or the Licensee's Equipment not feasible;
- (e) the Licensee no longer provides Licensee's Services in the Building; or
- (f) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, acting reasonably, all necessary consents, approvals, permits and authorizations of any federal, municipal or other governmental authority having jurisdiction over the provisioning of Licensee Services or any other matters required by the Licensee to provide Licensee Services.

Upon any conversion of the Building resulting in the Building no longer being defined as a Multi-Dwelling Unit Building, the parties agree to negotiate in good faith any required amendments to this Agreement.

In the event this Agreement is terminated under this Section, the Licensor will return the prepaid Fees for the remainder of the year.

27. ESTOPPEL CERTIFICATES

The Licensee will provide to the Licensor from time to time, within 30 Business Days of the Licensor's written request in each case, at no cost to the Licensor, a statement duly executed by the Licensee confirming that this Agreement is in good standing, the Fees payable and the Fees actually paid to any date specified by the Licensor for the statement and confirming the Commencement Date, the Term, any Renewal Term to which it claims to be entitled.

28. LICENSOR'S AUTHORITY

Triovest Realty Advisors Inc. is engaged by the Owner(s) of the Building(s), to act as the property manager for the Building(s). Triovest Realty Advisors Inc. represents that it has full authority to execute this Agreement on behalf of and bind the Owner(s) and the Owner(s) has full authority to grant this License. The obligations of the Licensor under this Agreement are the obligations of the Owner(s) and not Triovest Realty Advisors Inc. However, Triovest Realty Advisors Inc. is liable for the forgoing representations in this provision.

29. INTEREST OF LICENSEE

This Agreement is a licence only and does not grant any interest, whether legal or equitable, to the Licensee in or to any real property interest of the Licensor.

30. JOINT AND SEVERAL OBLIGATIONS

The liability of each of the Owners where there are more than one is joint and several. If there is more than one Licensee, or more than one person or entity comprising the Licensee, each is bound jointly and severally

by this Agreement.

31. ENTIRE AGREEMENT

This Agreement and the schedules attached set forth the entire agreement between the Licensor and the Licensee concerning the Communications Equipment and the Building and there are no agreements between them other than as are set forth in this Agreement. This Agreement and the schedules may not be modified except by agreement in writing executed by the Licensor and the Licensee. The Licensor has made no representation or warranty to the Licensee in connection with any matter pertaining to this Agreement.

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

32. LICENSEE'S REPRESENTATION

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

33. FORCE MAJEURE

Despite anything contained in this Agreement to the contrary, if the Licensor or the Licensee is, in good faith, delayed or prevented from doing anything required by this Agreement because of a strike, labour trouble, inability to get materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or any other similar reason that is not the fault of the party delayed, the doing of the thing is excused for the period of the delay and the party delayed will do what was delayed or prevented within the appropriate, prudent, and reasonable period after the delay. The preceding sentence does not excuse the Licensee from payment of all amounts which it is required under this Agreement to pay.

34. OVERHOLDING

If the Licensor permits the Licensee to retain its Communications Equipment in the Building after expiry of the Term with the permission of the Licensor but without executing a new agreement, there is no tacit renewal of this Agreement despite any statutory provision or legal presumption to the contrary. This Licensee shall continue on a month-to-month basis only on the same terms and conditions set out in this Agreement.

35. IMPLIED WAIVERS

A waiver by the Licensor or the Licensee of any breach of the terms, covenants and conditions of this Agreement shall not be deemed to be a waiver of the term, covenant or condition or of any subsequent breach of it or any other term, covenant or condition. No term, covenant or condition of this Agreement is deemed to have been waived unless the waiver is in writing and signed by the Licensor or the Licensee, as

the case may be.

36. SEVERABILITY

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

37. GOVERNING LAW

This Agreement will be governed by the laws of the province in which the Building is situated and all federal laws applicable therein.

38. LAW, BY-LAWS RULES AND REGULATIONS

The Licensee will comply with all applicable laws and by-laws, and with all rules, regulations and written directives from time to time established by the Licensor in respect of the Building.

39. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which shall be deemed an original and together shall constitute one agreement, binding on both parties even though both parties do not sign the same counterpart.

40. SUCCESSORS AND ASSIGNS

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

41. CONFIDENTIALITY

Any confidential information provided by one party to the other party herein shall remain the confidential information of the disclosing party and no receiving party shall disclose such confidential information without the prior written consent of the disclosing party, or unless disclosure of such confidential information is compelled by judicial or regulatory process or otherwise by law or if the confidential information has been made public without any action by the receiving party. "Confidential Information" means any information which is confidential in nature, whether such information is or has been conveyed to receiving party orally or in written or other tangible form, and whether such information is received directly or indirectly such as in the course of discussions or other investigations by receiving party. Notwithstanding the foregoing, the absence of any identification shall not relieve receiving party of the obligation to treat as confidential, information which would be considered confidential by a person exercising reasonable business judgment. For greater certainty, this provision shall not be construed to prevent either party from disclosing any of the terms of this Agreement to its auditors, and financial and/or legal advisors.

[Remainder of page intentionally left blank. Signature page follows]

IN WITNESS **WHEREOF**, the Licensors and the Licensee have executed this Agreement on the date first set out on the first page of this Agreement.

HOOPP Realty Inc. by its Manager, Triovest Realty Advisors Inc.
(Licensor)

Per: _____
Name: _____
Title: _____

Per: _____
Name: _____
Title: SVP Central Region

I/We have authority to bind the corporation

BELL CANADA
(Licensee)

Per: _____
Name: _____
Title: *Senior Specialist, Asset Management*

Per: _____
Name: _____
Title: _____

I/We have authority to bind the corporation

SCHEDULE "A"

SCHEDULE "B"

CONNECTING EQUIPMENT

(if applicable)

SCHEDULE "C"

RECOVERABLE COSTS

The Recoverable Costs are the Licensor's reasonable, out-of-pocket, third-party costs specifically related to granting access to the Licensee for:

- (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 or for any other work contemplated by Section 6 up to a maximum of 4 hours;
- (b) mechanical engineering and construction to provide any additional cooling for anticipated loads to accommodate the Licensee's requirements up to a maximum of 4 hours;
- (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 up to a maximum of 4 hours;
- (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 out-of-pocket third-party 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 6(a), not to exceed \$500.