

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made this 21 day of July, 2000

BROOKFIELD MANAGEMENT SERVICES LTD.
as Agent for **Genra Canada Investments Inc.**
(hereinafter called the "Licensor")

- and -

GT GROUP TELECOM SERVICES CORP.
(hereinafter called the "Licensee")

WHEREAS the Licensor is the owner of certain lands and buildings municipally known as **855 – 2nd Street SW and 888 – 3rd Street SW (Bankers Hall Complex) and 355 – 8th Avenue SW (Royal Bank Building)** (the "Building") and more particularly described in Schedule A attached hereto;

AND WHEREAS the Licensee has requested the Licensor's permission to construct, install, operate, maintain, repair, service, upgrade and modify (collectively "Install and Maintain") at various locations in the Building, subject to availability, certain Equipment as defined below, being fibre optic cable and related materials for the provision of telecommunication services described herein and as more particularly shown on the Approved Plans for the Building (the "Services");

AND WHEREAS the Licensee has further requested the use of a part of the Building, subject to availability of space, for a Point of Presence Area (the "POP Area") as more particularly shown on the Approved Plans to Install and Maintain the Equipment;

AND WHEREAS the Licensor has agreed to permit the Licensee to Install and Maintain the Systems and POP Area at such locations shown on the Approved Plans subject to the terms and conditions hereinafter stated;

IN CONSIDERATION of the covenants, terms, conditions and agreements contained herein and fee of Ten Dollars (\$10.00), the Licensor hereby acknowledges the sufficiency of which, the Licensor and the Licensee agree as follows:

1. DEFINITIONS

In this License:

- (a) "Approved Plans" means the Plans and Specifications to be approved by the Licensor prior to installation in accordance with Section 4 below;
- (b) "Cables" means fibre optic cables encased in EMT conduit or otherwise, such cable (or conduit) shall not exceed 2 ½ inches in diameter and/or copper cables and co-axial cables and related equipment located within the Building connecting the Equipment from the termination or connection point within the POP Area to outside the demised premises of the Licensee's customers.
- (c) "Equipment" means all equipment owned and installed by the Licensee in accordance with the Approved Plans located within the POP Area and any wireless services related thereto. For greater clarity, the expression "any wireless services related thereto" wherever it appears in this agreement, shall expressly exclude any broadcasting or receiving antennae, dishes or other similar equipment located anywhere in the interior or exterior of the Building. Any such equipment installed and operating in the Building shall be subject to a separate license agreement on the Licensor's standard form and a separate fee structure;

- (d) "License" means this License and all supplemental instruments, amendments or confirmations agreed to in writing by both parties herein and includes the Approved Plans;
- (e) "Systems" means the Equipment and Cables which includes the high-speed data network and telecommunications equipment to service tenants and other occupants located solely in the Building including without limitation fibre optic cables and related equipment and any wireless services related thereto;

2. GRANT OF LICENSE

The Licensor hereby grants a non-exclusive license to the Licensee for the duration of the Term and any extensions thereof;

- (a) To Install and Maintain the Systems and POP Area at the locations to be shown on the Approved Plans to service tenants or occupants located solely in the Building and for no other purpose;
- (b) To use the POP Area to be shown on the Approved Plans to house the Equipment. The size, location, layout and other specifications of the POP Area shall be subject to the prior written approval of the Licensor;
- (c) To connect the Equipment within the POP Area to electrical power sources within the Building and to connect to adequate grounding, including the use of the Building's ground at the Licensee's sole cost at locations approved by the Licensor in its sole discretion, acting reasonably;
- (d) Subject to the Licensor's security requirements for the Building and the quiet enjoyment of tenants and occupants of the Building, the Licensor agrees that upon prior notice it will permit the Licensee, its employees and duly authorized contractors, reasonable access to the Building (and in the case of an emergency, such access may be 24 hours a day, 7 days a week) so as to permit the Licensee to perform installation and subsequent service, testing repairs, connects and/or disconnects on the Systems for the benefit of the Licensee's customers, as may be reasonably required from time to time throughout the Term; provided that for greater certainty, the access and installation rights granted hereunder are to be relied upon solely for the provision of the Licensee's services and for no other purpose. The Licensor shall use reasonable efforts to prevent any interruption or interference with all or any part of the telecommunication services provided by the Systems or the POP Area provided the Licensor shall not be liable for interruption or cessation of such services due to the failure of utilities servicing the Building;
- (e) To have reasonable access to and use of the riser closets, chases, available conduits, pedways, and above ceiling common areas, as may be approved for use by the Licensor from time to time under the provisions of Sections 4 and 5 of this Agreement;

provided that this Licensee does not affect the operation, aesthetics or structure of the Building, impair existing telecommunication or other utility services supplied to other tenants and occupants of the Building in the sole opinion of the Licensor, acting reasonably.

The Licensor shall have the option to require the Licensee to select from the Licensor's list of approved contractors or suppliers ("Approved Contractors") to install all or part of the Cables and associated conduits located outside of the POP Area to outside the Licensee's customers designated area within their premises. The Licensee shall pay the reasonable expenses of the Licensor in reviewing the Approved Plans.

The rights granted to the Licensee herein constitute a license only and shall not under any circumstances whatsoever constitute a right by the Licensee to have exclusive possession of the Building. However, notwithstanding the foregoing or anything else herein, the Licensor agrees that the Licensee shall have the exclusive use of the designated portion of the POP Area as shown on Schedule B attached. This License shall not constitute nor be interpreted to be either a partnership agreement, employment agreement, lease or joint venture agreement made between the parties.

3. TERM AND ACCESS FEE

The term of this License (the "Term") shall be for a period of five (5) years commencing on the 1st day of March (the "Commencement Date") and terminating the 28th day of February 2005, subject to early termination in accordance with the License.

The annual access fee (the "Annual Fee") paid by the Licensee shall be the greater of:

(a) (i)

ANNUALLY	PERIOD
\$32,890	Year 1
\$32,890	Year 2
Fair Market Rate	Year 3
Fair Market Rate	Year 4
Fair Market Rate	Year 5
Fair Market Rate	Year 1, 1 st 2 year Extension Period
Fair Market Rate	Year 2, 1 st 2 year Extension Period
Fair Market Rate	Year 1, 2 nd 2 year Extension Period
Fair Market Rate	Year 2, 2 nd 2 year Extension Period

Or:

(a) (ii) Six percent (6%) of Gross Sales, for the Building (the "Percentage Fee") for each calendar quarter during the Term as described below, whichever is greater of a(i) or a(ii) above.

Within sixty (60) days after the end of each calendar quarter during the Term of this Agreement or any extension thereof, the Licensee shall pay to the Licensor the amount by which the Percentage Fee for the immediately preceding quarter exceeds the total Annual Fee previously paid to the Licensor for that quarter. Within sixty (60) days after the expiration or earlier termination of this Agreement, the Licensee shall pay to the Licensor the Percentage Fee for the portion of the quarter in which such expiration or termination occurs falling prior to such expiration or termination, exceeds the total Annual Fee previously paid to the Licensor for that period. Within sixty (60) days after the end of each calendar quarter during the Term or any extension thereof, the Licensee shall submit to the Licensor, with respect to the Building, an itemized, accurate written statement, certified by a duly authorized officer of the Licensee, setting forth the full amount of Gross Sales for the Building during such quarter.

The acceptance by the Licensor of payments of the Percentage Fee or Annual Fee shall be without prejudice, and shall in no event constitute a waiver of the Licensor's right to assert the existence of a deficiency in the payment of any such fee or to audit the Licensee's books and records relating to Gross Sales. The Licensee agrees to keep, retain and preserve at its address for notice hereunder for at least thirty-six (36) months after the expiration of each calendar year during the Term of this Agreement or any extension thereof, complete and accurate books and records in accordance with generally acceptable accounting principles to determine or verify Gross Sales for the Building. The Licensor may, from time to time during the Term of this Agreement or any extension thereof, make an audit of the books and records of the Licensee pertaining to the Gross Sales applicable to any or all Buildings. If any such audit shows a deficiency in the amount of Gross Sales reported by the Licensee that is more than three percent (3%) of the amount of Gross Sales reported by the Licensee for the period of the audit, and as a result thereof, any Annual Fee is due and owing, then (in addition to payment of any delinquent Percentage Fee) the Licensee shall pay to the Licensor, within thirty (30) days after written demand from the Licensor, the actual, reasonable costs and expenses of such audit and up to an amount equal to such Annual Fee deficiency. Except as aforesaid, any audit shall be conducted solely at the Licensor's cost and expense.

"Gross Sales", with respect to any Building, shall mean the gross amounts collected by the Licensee on account of the provision or delivery of Services to Tenants or occupants within the Building (including, but not limited to, payments for the sale, lease and upgrade of telephone equipment, but excluding installation charges and one-time, front-end, non-recurring fees that do not result in significant new orders for Services or products, but including

"moves, adds or changes," as such term is customarily used in the communications industry), whether the Licensee delivers or performs the whole or any part of the Services from the Tenant's or occupant's premises or from any other place within or outside the Building (but which Services are provided and received within the Building), and whether for cash, credit, in-kind, or other consideration. Gross Sales shall not, however, include any refundable deposits (unless and until the Licensee accounts for such deposits as accrued revenues) and any sums invoiced and collected and paid out for any sales, rental, use or excise tax or other governmental or regulatory taxes, charges or fees or rebates payable by the Licensee directly on account of the sale or rental of Services. Furthermore, there shall be deducted from Gross Sales (i) the amount of any bad debt or uncollectible credit accounts with respect to sales or rentals previously taken into account in computing Gross Sales (such deduction in any calendar year not to exceed one and one-half percent (1.5%) of the total Gross Sales for such calendar year), and (ii) credits for returned merchandise, the sale or rental of which previously had been taken into account in computing Gross Sales. Each sale upon installment or credit shall be treated as a sale for the full price in the quarter during which such sale is made irrespective of the time when the Licensee receives payment therefor. Each credit against Gross Sales for uncollected or uncollectible credit accounts or for returned merchandise shall be applied in the quarter in which such account is written off by the Licensee or such merchandise is returned; provided, however, that in the event any such account determined to be uncollectible should subsequently be collected by Licensee, any such amount so collected by the Licensee shall be deemed a part of the Gross Sales for the quarter in which such amount is collected.

Notwithstanding anything to the contrary contained herein, Percentage Rent shall not apply during the first and second year of the Term.

Notwithstanding anything to the contrary contained herein, during years 3 to 5 inclusive and each of the 1st and 2nd 2 year Extension Periods described in subparagraph 3(a)(i) above, the Licensee shall pay the Annual Fees that other telecommunication providers are generally paying in the Building for supplying competitive telecommunication services during the Term or any extension thereof. For greater clarity, the Licensee shall not be required to pay more than the rate or structure paid by any preferred telecommunication provider in the Building.

The Annual Fees shall be payable yearly in advance without deduction, abatement or set-off commencing on the Commencement Date and continuing throughout the Term or any extension thereof.

This License may be extended for two extension terms of two (2) years each by mutual agreement between the parties hereto. The extension terms shall be on the same terms and conditions as this License save and except that there shall be no further extension terms and the Annual Fee for each of years 3 to 5 inclusive, and each of the years in the first and second extension terms shall be the Fair Market Rate described below.

With respect to years 3 to 5 inclusive and the first and second extension terms, the minimum Annual Fee shall be adjusted annually to reflect the then prevailing Fair Market Rate as described below, but in no event shall the minimum Annual Fee be less than the minimum Annual Fee payable in the immediate preceding year.

"Fair Market Rate" means an amount equal to the then prevailing rate and structure for similar access in comparable buildings for comparable telecommunication service located in the City where the Building is located during the immediately preceding year, or the then prevailing Annual Fee described above, whichever is greater. To initiate the Fair Market Rate discussions, the Licensee shall give the Licensor six (6) months written notice prior to the expiry of the then current year and the Fair Market Rate for the immediate next year shall be determined as mutually agreed between the Licensor and the Licensee. In the event that the Licensor and Licensee are unable to agree upon the Fair Market Rate by the date which is three (3) months prior to the expiration of the then current year, then the Fair Market Rate shall be determined by arbitration in accordance with the applicable arbitration legislation where the Building is located, prior to the expiry of the then current term. Notwithstanding the foregoing, in no event shall the Fair Market Rate be less than the highest Annual Fee paid in the immediately preceding year.

In addition to the Annual Fees, the Licensee shall pay upon demand based on yearly estimates which shall be adjusted at year end to reflect actual consumption, the following for the Building:

- (a) the cost of supplying all utilities used or consumed by the Licensee on the basis of separate meters, if available, and otherwise on the basis of an equitable allocation as determined by the Licensor, acting

reasonably. At the Licensor's request, the Licensee shall install a separate meter to monitor the supply of all utilities used or consumed by the Licensee under this License;

- (b) the cost of operating, maintaining, regulating, repairing or replacing the heating, ventilating and air-conditioning equipment servicing the Equipment or POP Area on the basis of an equitable allocation as determined by the Licensor, acting reasonably;
- (c) any multi-stage sales, use, consumption, goods and services tax, value added or business transfer taxes or any other similar taxes of whatever name imposed by any governmental authority with jurisdiction on any amounts payable under this License; and
- (d) all business taxes, rates, duties and assessments and other charges that may be levied, rated, charged or assessed against the Systems and POP Area, and every tax and license fee in respect of any and every business in respect of the use or occupancy thereof by the Licensee.

4. APPROVED PLANS

The Licensee shall prior to Installing and Maintaining the Systems and use of the POP Area prepare and deliver to the Licensor plans, specifications, diagrams, layouts and any other drawings and documents reasonably required to describe the Systems including all wiring designations ("Plans and Specifications") showing, without limitation, the size and location of the Systems and POP Area, the location of risers, and wiring connecting same to the power supply source and the telephone lines. Such Plans and Specifications shall be approved by the Licensor in its sole discretion (such approval not to be unreasonably withheld or delayed) as evidenced by its written endorsement thereon and shall then become the Approved Plans. The endorsement by the Licensor on the Approved Plans shall constitute a confirmation of the licensing of the locations shown on the Approved Plans. The Licensor shall have the right to inspect the Systems and POP Area from time to time to determine that same are Installed and Maintained in accordance with the Approved Plans.

5. INSTALLATION/REMOVAL

- (a) The Licensee shall Install and Maintain the Systems in a good and workmanlike manner using professional, properly attired workmen in accordance with the Approved Plans and the provisions of this License. The Systems and related materials installed in the Building and in the POP Area shall at all times remain the property of the Licensee. All such Systems and related materials upon abandonment by the Licensee and default by the Licensee beyond the applicable cure periods shall become the absolute property of the Licensor without compensation to the Licensee.
- (b) The Licensee shall submit further Plans and Specifications showing additions, alterations, modifications, upgrades, consolidations or relocation of the Systems and POP Area (the "Alterations"). The Alterations if so approved by the Licensor shall become the Approved Plans. The Licensee shall pay the Licensor on written demand a reasonable fee for reviewing the Approved Plans and any Alterations.
- (c) The Licensee shall at its own expense Install and Maintain the Systems and POP Area in compliance with the laws, rules and regulations and fire codes of all relevant governmental authorities as may be amended from time to time and no work shall be undertaken unless all requisite approvals and licenses shall have first been obtained from such governmental authorities.
- (d) Upon early termination or expiration of this License, the Licensee shall leave the portions of the Building and POP Area where the Systems are located in a neat, clean and safe condition.
- (e) Upon the expiration of the Term or any extension thereof, at the Licensor's option, the Licensor may elect to have the Cables which were installed during the Term or any extension thereof to remain in the Building for the Licensor's sole use and ownership at no costs or require the Licensee to remove all or part of the Cables as the Licensor may direct at the Licensee's sole costs. For greater clarity, the Equipment located in the POP Area shall remain the property of the Licensee and shall be removed from the Building by the Licensee at its sole costs on or prior to the expiration of the Term or any extension thereof provided the

Licensee is not in default under this Agreement. The Licensee shall repair forthwith any damages to the Building and POP Area caused by such installation and removal. At the Licensor's request, the Licensee shall deliver forthwith to the Licensor all necessary documentation related to the Equipment.

- (f) The Licensee acknowledges that the Licensor at any time during the Term or any extension thereof, shall have the right to alter, renovate, expand or demolish the Building. In the event the Licensor requires the Licensee, acting in good faith, to remove or relocate the Equipment and POP Area, the Licensee shall do so forthwith at the expense of the Licensee.
- (g) To conserve space in areas shared with other providers, the Licensee shall not use conduit to encase Cable unless approved by the Licensor.
- (h) All Work shall be performed by the Licensee (or a contractor approved by the Licensor in writing) (i) in accordance with Licensor's Rules and Regulations applicable to the Building, (ii) performed in a workman-like manner, lien free and in accordance with all applicable Laws, (iii) if applicable, without affecting or implicating any of the building's hazardous materials programs or asbestos procedures, and (iv) in a safe manner consistent with sound construction standards and practices. Notwithstanding any other requirements, the Licensor is very concerned about safety in the Building, particularly the riser rooms and other service areas, not frequented by the public. The Licensee will provide temporary firestopping during initial construction and any subsequent alterations that might compromise the fire rating between the work area and any adjacent areas or between any floors in the Building. Under no circumstances will the Licensor tolerate poor practices by the Licensee or its contractors as it relates to Fire and Life Safety issues.

6. ESTABLISHMENT OF MINIMUM POINT OF ENTRY

- (a) The Licensee recognizes that the Licensor may desire to provide access to existing and future telecommunications service providers for tenants or occupants of each Building, and the Licensor may deem it desirable to achieve this objective by providing a central telecommunications cabling distribution system ("CDS") in the Building for use by such telecommunications services providers, including the Licensee. Accordingly, and notwithstanding anything contained in this License to the contrary, the Licensor reserves the right to install or have a third party install a CDS, including a main distributing frame ("MDF") for use by such telecommunications service providers. The MDF shall also serve as the origination point of the CDS. The tenant terminating block on each floor of the Building will serve as the terminating point of the CDS on that floor. The Licensor reserves the right to charge and the Licensee agrees to pay in addition to the Annual Fees, a reasonable administration fee or third party riser management fee. Such fees shall be paid upon receipt of written demand from the Licensor or pursuant to such other schedule as determined from time to time in writing by the Licensor, acting reasonably.
- (b) During the Term including any extension thereof, if the Licensor elects to provide or have a third party provide an MDF, the Licensee shall, at the Licensee's expense (i) relocate its existing services and demarcation point to the MDF if such a frame is installed, (ii) remove its existing cables provided existing cables are not well utilized or are occupying too much space in the Building (other than from the exterior of the Building to the MDF along such path or paths as may be designated by the Licensor, which shall thereafter be deemed the "Raceway" for purposes of this License and which may be used by other telecommunication service providers as well as the Licensee); and (iii) utilize the MDF for providing all new service to tenants and occupants in the Building once the Licensor notifies the Licensee that the MDF is ready for service. The Licensor agrees to allow the Licensee a reasonable amount of time (not to exceed 90 days) for proper planning, engineering and cutover in this regard. Cutover to the MDF will be accomplished at a time other than normal business operating hours for the Building. Upon the completion of such cutover, the Licensee shall have no further rights to use of the Equipment or POP Area or any other parts of the Building except to the extent contemplated in this Section 6.

- (c) If the Licensor elects to provide an MDF, the Licensor's sole responsibility in the event of interruption or other effects caused by malfunction, damage or destruction of the MDF shall be to repair or replace the MDF as necessary to eliminate the cause of malfunction or interruption, the cost of which shall be borne by the Licensee if the problem was caused directly or indirectly by the Licensee. (In limitation of the foregoing, the Licensor's obligation to repair or replace the MDF shall apply only to the extent necessary to reach premises in the Building that are then used by tenants or occupants after the malfunction, damage or destruction or that, if damaged or destroyed will be again used by tenants or occupants upon completion of restoration or repair thereof.) In no event shall the Licensee have any right to make any claims against the Licensor whatsoever for any damages, whether direct, indirect or consequential in any such circumstances and the Licensee's remedy shall be limited to a claim for specific performance of the Licensor's obligation to repair or replace as specified above.
- (d) If during the Term or any extension thereof, the Licensor obtains ownership or control of all or any portion of the Cables due to any change in governmental ruling described in section 22 herein or for any other reason, the Licensor or its designate otherwise takes responsibility for management and operations of all or any portion of the Cables, then the Licensor reserves the right to charge and the Licensee agrees to pay, in addition to the Annual Fees, a reasonable administration fee or third party riser management fee to manage and supervise such Cables.
- (e) If the Licensor elects to provide a CDS or a MDF, the Licensor will co-operate with the Licensee to ensure that the Licensee is not required to share the same sheath as an alternative telecommunication provider so long as the Licensee is currently providing redundant feeds with the same provider to a specific customer in the Building.
- (f) In addition, at its sole discretion, the Licensor may direct the Licensee to use the Cables owned and/or under the Licensor's control or the control of a third party. The Licensee will pay a reasonable fee for the rental of such Cables, and take full responsibility for the Cables for the duration the Licensee is using them as if the Licensee had originally installed them.

7. RISER MANAGEMENT

The Licensee acknowledges and agrees that the Licensor shall have the right to co-ordinate, restrict, enforce and approve third parties acting reasonably who wish access to the Building's risers. The Licensee acknowledges that the Licensor may retain a riser management firm or other third party manager to co-ordinate, supervise and approve the work of all telecommunication contractors who shall employ industry standard practices followed by telecommunication services providers in Canada. The Licensor may direct the Licensee to take instructions from such riser management firm or third party manager who shall act on behalf of the Licensor in this regard. An equitable proportionate share of such costs associated with third party riser management will be paid by the Licensee and other telecommunication providers in the Building.

8. DARK FIBRE

If available and applicable to the Licensee, the Licensee covenants and agrees to make available at no charge, access to and use of the Cables and related materials to the Licensor or its authorized agent to the extent (i) the Cables and related materials are not currently being used by the Licensee; and (ii) the Cables are terminated at a lower or higher floor of the Building and therefore dark fibre is available from the floors above or below such terminated floors to the rooftop or subgrade level of the Building, as the case may be.

9. CONSOLIDATION

As the technology changes, at the Licensor's request, the Licensee shall modify, replace, alter or consolidate the Systems, at its sole costs, in order to reduce the amount of space occupied by the Systems and related materials in the Building including without limitation riser shafts and POP Areas. The Licensor undertakes to use the most cost-effective and efficient solution for the Building with respect to such modification, replacement, alteration and consolidation and agrees to allocate such costs among the various telecommunication providers in the Building in an equitable and fair manner.

10. INDEMNITY/WAIVER

- (a) Save and except to the extent caused by the negligent act or omission of the Licensor, its servants, agents, officers, and employees, the Licensee hereby releases, and shall indemnify and save harmless the Licensor and each Building owner(s), from and against all actions, suits, claims, damages, expenses, cost and liabilities arising out of or as a result of:
- (i) any breach, violation or non-performance of the terms, covenants and obligations on the part of the Licensee, its servants, agents, employees or contractors as set out in this License;
 - (ii) any damage to the Building occasioned by the installation, operation, maintenance or removal of the Systems and POP Area by the Licensee, its servants, agents, employees or contractors or others for whom it is in law responsible;
 - (iii) any injury to or death of any person or damage to or destruction or loss of property (including without limitation loss of information or data) and consequential injury or damages (including, without limitation, loss of business income or profits) resulting from the installation, operation, maintenance or removal of the Systems and POP Area by the Licensee, its servants, agents, officers, employees or contractors or others for whom it is in law responsible.
- (b) The Licensor, the Building owner(s), and their respective servants, agents, officers, employees and others for whom they are in law responsible shall not be liable for:
- (i) any damage to or destruction or loss of Cables, Equipment, Systems or other property of the Licensee or others installed or kept by the Licensee anywhere in the Building, including the POP Area; or
 - (ii) any bodily injury, death, damages for personal discomfort or illness, or consequential injury or damage (including, without limitation loss of business income or profits) sustained by the Licensee or any customer of the Licensee or any of their respective servants, agents, officers, employees, customers or others for whom they are in law responsible, resulting from any damage to, destruction of, or interference with the operation of the Cables, Equipment or Systems;
- whether or not caused by the act, omission or negligence of the Licensor, the Building owner(s) or their respective servants, agents, officers, employees or others for whom they are in law responsible, or any tenant or occupant of space in the Building.
- (c) The Licensee shall use best commercial efforts to obtain from every customer of the Licensee in the Building a covenant in writing which shall be substantially in the form attached as Schedule C attached hereto

11. RIGHT OF TERMINATION

If the Licensee fails to (i) submit Plans and Specifications within thirty (30) days after the Commencement Date; or (ii) Install and Maintain the Equipment within ninety (90) days after the Licensor's approval of the Plans and Specifications, then the Licensor shall have the right to terminate this License on thirty (30) days prior written notice to the Licensee.

If: (a) the Licensee is adjudicated a bankrupt, or adjudged to be insolvent, or (b) a receiver, receiver-manager or trustee of the Licensee's property and affairs is appointed; or (c) the Licensee makes an assignment for the benefit of creditors or files a petition in bankruptcy or insolvency or for the appointment of a receiver or a receiver-manager, or any execution or attachment is issued against the Licensee or any of the Licensee's property under which any person other than the Licensee attempts to take or occupy any of the Licensee's rights under this License, and the execution or attachment is not set aside, vacated, discharged or bonded within fifteen (15) days after its issue, this License may at the option of the Licensor be terminated by delivering to the Licensee notice to that effect, and upon

such delivery this License shall cease, but without prejudice to any rights of the Licensor which had accrued before the termination.

12. DEFAULTS

If and whenever any amount shall be unpaid for five (5) business days following notice in writing of such monetary default by the Licensor or in the case of the default or non-performance of any of the covenants or agreements herein contained (other than monetary default) on the part of the Licensee ("Non-Monetary Default"), where at least ten (10) business days notice specifying the nature of the Non-Monetary Default has been given by the Licensor to the Licensee and the Licensee has failed to cure such Non-Monetary Default within such cure period (or such longer period as is reasonable in the circumstances providing the Licensee has commenced to cure such Non-Monetary Default within such cure period and is diligently and continuously proceeding to cure same), then it shall be lawful for the Licensor at any time thereafter to elect to (i) re-enter the POP Area and the Building where the Systems are located to repossess and enjoy same for its own use absolutely and without any damages or penalty payable by the Licensor whatsoever and terminate this Agreement or (ii) require the Licensee to remove forthwith all or part of the Systems as the Licensor may require at the Licensee's sole costs and repair any damages to the Building and POP Area resulting from the installation or removal of the Systems and terminate this Agreement.

13. INSURANCE

Throughout the Term of this License or any extension thereof, the Licensee, at its sole cost and expense, shall take out and keep in full force and effect the following insurance:

- (a) comprehensive general liability insurance, including but not limited to personal injury liability, contractual liability of the Licensee as stated in this License and owners' and contractors' protective insurance coverage with respect to the Licensee's use of the Building or any portions thereof; such coverage shall include the activities and operations conducted by the Licensee and any other person or persons performing work on behalf of the Licensee or on whose behalf the Licensee is in law responsible. Such policy shall be written with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) for each occurrence involving bodily injury, death or property damage, or for such higher limits as the Licensor may reasonably require from time to time; and
- (b) any other form of insurance as the Licensor may reasonably require from time to time, throughout the Term of this License or any extension thereof, in amounts and for insurance risks against which a prudent licensee under similar circumstances would insure.

The Licensee shall provide certificates of insurance to the Licensor on or prior to the commencement of the Term of this License. All insurance policies shall contain an undertaking by the Licensee's insurer to notify the Licensor, upon not less than seven (7) days prior written notice, of any material change, or proposed cancellation or termination of such policy. The insurance described above shall name as an additional insured the Licensor and its property manager. All property damage and liability insurance shall contain provisions for cross-liability and severability of interests between the Licensor and the Licensee. Each policy shall contain a waiver of any rights of subrogation which the insurer may have against the Licensor and those for whom the Licensor is in law responsible whether or not the damage is caused by the act, omission, or negligence of the Licensor or such other persons.

14. NOTICE

Any notice required or permitted to be given hereunder or any tender of delivery of documents may be sufficiently given by personal delivery or by facsimile transmission, to the Licensee at the following address:

The Licensee:

GT Group Telecom Services Corp.
20 Bay Street
Suite #700
Toronto, Ontario M5J 2N8

Attention: Director of Facilities
Fax: (416) 943-1308

and to the Licensor the following address:

Brookfield Management Services Ltd.
Suite 1910, Bankers Hall
855 – 2nd Street SW
Calgary, Alberta T2P 4J7

Attention: Dale Evans, Vice President & General Manager
Fax: (403) 233-6426

With a copy to:

Brookfield Management Services Ltd.
BCE Place, 181 Bay Street
Suite 260, P.O. Box 839
Toronto, Ontario M5J 2T3

Attention: Les Fullerton, National Director, Technical Services
Fax: (416) 369-2702

And to:

Brookfield Management Services Ltd.
BCE Place, 181 Bay Street
Suite 4500, P.O. Box 770
Toronto, Ontario M5J 2T3

Attention: Victor Wong, Vice President, Legal, Ontario Region
Fax: (416) 369-8275

Any notice may also be given by prepaid registered mail and such notice shall be effective on the third day following the date of mailing, except in the event that there is a disruption in postal services at the date of mailing, in which case notice shall be effected by personal delivery or a facsimile transmission as stated above.

15. EARLY INSTALLATION OF SYSTEMS

Provided this License is executed by both parties and the insurance requirements as set out in Section 13 are complied with and the Approved Plans have been approved by the Licensor in accordance with this License, the Licensor agrees that the Licensee shall have reasonable access to the Building in accordance with the provisions of this License prior to the Commencement Date for the purpose of installing the Systems at the Licensee's expense. From the time that the Licensee enters the Building to commence such installation, the Licensee shall be bound by all of the provisions of this License except that the Licensee shall not be required to pay the Licence Fee until the Commencement Date.

16. ENTIRE AGREEMENT

This License constitutes the entire agreement of the parties and supersedes all prior agreements and understandings whether written or oral relative to the subject matter hereof. Except as otherwise specifically set forth in this License, neither party makes any representation or warranty express or implied, statutory or otherwise to the other. This License may not be amended or modified except by a written instrument executed by both parties.

17. GOVERNING LAW

This License shall be governed by the laws of the province where the Building is located or if applicable, the laws of Canada.

18. FORCE MAJEURE

Neither party to this License shall be in default or liable for any loss or damage resulting from delays in performance or from failure to perform or comply with the terms and conditions of this License due to any causes beyond its reasonable control which causes included but are not limited to acts of God, the public enemy, riots and insurrections, war, accident, fire, embargoes, judicial action by or acts of civil or military authorities but specifically excluding financial inability.

19. SUCCESSORS AND ASSIGNS

Provided the Licensee is not in default under this License, the Licensee upon prior reasonable written notice to the Licensor, shall be entitled to assign this License Agreement to any subsidiary or affiliate as defined in the *Ontario Business Corporations Act*, to a lender as security for a bona fide financing (the "Permitted Assignees") or in connection with a securitization or similar transaction provided the Licensee is not released from the Licensed Agreement and provided the Permitted Assignee enters into an assumption agreement with the Licensor to be bound by all the provisions of the Licensed Agreement.

Subject to the foregoing, the Licensee shall not assign, sub-license or transfer in any manner whatsoever this License (a "Transfer") without the prior written consent of the Licensor, which the Licensor is under no obligation whatsoever to provide. A sale of all or substantially all the Licensee's business or a change of control of the Licensee shall constitute a Transfer requiring the Licensor's consent described herein. This License shall be binding upon and enure to the benefit of the parties hereto and their respective permitted successors and permitted assigns.

The Licensor shall have the right to Transfer, in whole or in part, all its rights and obligations under this License. In the event of such Transfer, to the extent that a transferee agrees to assume the obligations of the Licensor under this License Agreement, the Licensor shall thereupon and without further agreement, be released of all liability under this License Agreement.

20. FURTHER ASSURANCES

Each of the parties agrees from time to time hereafter and upon any reasonable request of any other party, to make or cause to be made all such further acts, deeds, assurances and things as may be required to more effectually implement the true intent of this License.

21. NO EXCLUSIVITY

The Licensee acknowledges and agrees that nothing in this License shall be construed or interpreted as granting to the Licensee any exclusive rights or privileges in the Building to the exclusion of any other third parties.

22. GOVERNMENT REGULATIONS

The parties to this Agreement shall comply with and conform to all laws, by-laws, legislative and regulatory requirements of any governmental authority relating to the matters contemplated by this Agreement. Such governmental authorities shall include but not be limited to the City of Toronto, the Province of Ontario and the C.R.T.C. Should any provision of this Agreement be illegal or unenforceable, that provision shall be considered separate and severable from the remaining provisions of this Agreement and the remaining provisions shall remain in force and be binding upon the parties.

IN WITNESS WHEREOF the Licensor and the Licensee have hereunto executed this License.

LICENSOR: Brookfield Management Services Ltd.

Per:

Name:

Title: Vice President & General Manager

c/s

Per:

Name:

Title:

We have the authority to bind the Corporation

LICENSEE: GT Group Telecom ~~Services~~ Corp.

Per:

Name:

Title:

Vice President, National Facilities

c/s

Per:

Name:

Title:

I/We have the authority to bind the Corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF LANDS

Bankers Hall East Lands:

In the City of Calgary, Province of Alberta, in the South Alberta Land Registration District:

- Firstly: Plan A
Block 65
Lot 12 and the most westerly 20 feet throughout of Lot 13
Excepting thereout those portions of said Lots which lie within Lots 42, 46 and 47 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals
- Secondly: Plan A
Block 65
Lots 13, 14 & 15
Excepting thereout:

(A) The most westerly 20 feet throughout of Lot 13
(B) Those portions of Lots 13, 14 & 15 which lie within Lot 47 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals
- Thirdly: Plan A
Block 65
Lots 16 and 17
Excepting thereout
Those portions of the said Lots which lie within Lot 47 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals
- Fourthly: Plan A
Block 65
That portion of Lots 18, 19 and 20 which lies to the north of the southerly 40 feet throughout the said Lots
- Fifthly: Plan A
Block 65
The most southerly 40 feet throughout of Lots 18, 19 and 20
Excepting thereout:
That portion of lot 20 which lies within Lot 48 in block 65 on Plan 8611014

Excepting thereout all mines and minerals
- Sixthly: Plan 8611014
Block 65
Lot 45

Excepting thereout all mines and minerals

Seventhly: Plan A
Block 65
Lots 21, 22 and 23
Excepting thereout:
Those portions of said Lots which lies within Lot 49 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals

Eighthly: Plan A
Block 65
Lots 24 to 29 inclusive
Excepting thereout:
Those portions of said Lots which lie within Lots 44, 49 and 50 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals

Bankers Hall West Lands:

In the City of Calgary, Province of Alberta, in the South Alberta Land Registration District:

Firstly: Plan A
Block 65
Lots 6 and 7
Excepting thereout:
A) That portion of Lot 6 which lies within Plan 6208JK
B) Those portions of said Lots which lie within Lot 46 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals

Secondly: Plan A
Block 65
Lots 8 and 9
Excepting thereout those portions of said Lots which lie within Lot 46 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals

Thirdly: Plan 8611014
Block 65
Lot 42

Excepting thereout all mines and minerals

Fourthly: Plan 8611014
Block 65
Lot 43

Excepting thereout all mines and minerals

Fifthly: Plan 8611014
Block 65
Lot 44

Excepting thereout all mines and minerals

Sixthly: Plan A
Block 65
Lots 31 to 36 inclusive

Excepting thereout those portions of said Lots which lie within Lots 43 and 50 in Block 65 on Plan 8611014

Excepting thereout all mines and minerals

Royal Bank Building Lands

In the City of Calgary, Province of Alberta, in the South Alberta Land Registration District:

Firstly: Plan 6208JK
Block 65
Lot 41

Excepting thereout all mines and minerals

Area: 0.291 hectares (0.72 acres) more or less

SCHEDULE "C"

LIMITATION OF LIABILITY

In no event, whether as a result of breach of contract, breach of warranty (whether express or implied, statutory or otherwise), tort (including negligence regardless of degree of fault), strict liability, infringement of intellectual property rights or otherwise, shall **GT Group Telecom Services Corp.** or any party that may claim contribution or indemnity from **GT Group Telecom Services Corp.** (a "Third Party"), be liable to the Customer, the Customer's clients or any other third party for any damages arising from injury to any person or property, or for loss of profit or revenues, loss of use of the Equipment, loss arising from or attributable to failure to realize anticipated savings, loss of information or data or any associated equipment, cost of capital, substitute goods, facilities or services, downtime costs or claims for any other economic losses or any special, consequential, incidental, indirect or exemplary damages, even if **GT Group Telecom Services Corp.** knows of the possibility or likelihood of such damages and whether or not any such damages are construed as arising from a breach of a condition or fundamental term or fundamental breach or breaches of this Agreement. For greater certainty, and without limiting the foregoing, the Customer hereby waives all claims, suits, demands and actions contemplated by this paragraph which it may have against **GT Group Telecom Services Corp.** or any Third Party and agrees that any Third Party may rely upon and plead the terms of this Section as an estoppel and defence to any action, notwithstanding any rule of law to the contrary.

Other than as expressly provided herein, **GT Group Telecom Services Corp.** makes no representations, warranties or covenants (whether written or oral, express or implied, statutory or at common law) under or in connection with the services, or the equipment or materials used in connection with the services, including any warranty of merchantability or fitness for a particular purpose.

SCHEDULE "B-1"
LIST OF BUILDINGS

Banker Hall East
Bankers Hall West
Royal Bank Building

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 Licensor and BELL CANADA as the Licensee.

The information is as follows:

Building: The building municipally known as Bankers Hall, 855 - 2nd. Street S.W., in the City of Calgary, and the Province of Alberta.

Floor Area of Deemed Area: Area "A" - PoP deemed as 144 square feet.
Area "B" - PoP deemed as 1 04 square feet

Commencement Date: Area "A" - the first day of July 2003
Area" B" - the first day of December 2006

License Fee: Area "A" - the annual sum of Five Thousand and Forty dollars (\$5,040.00) calculated based on the annual rate of Thirty-Five dollars (\$35.00) per square foot of the floor area of the Deemed Area.

Area "B" - the annual sum of Three Thousand Six Hundred and Forty dollars (\$3,640.00) calculated based on the annual rate of Thirty-Five dollars (\$35.00) 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 Licensor 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"

<u>Notices:</u>	Licensor	Licensee
	Brookfield Properties Management Corporation Suite	Nexacor Realty Management Inc. 87
	1700, 335 - 8th. Ave. SW	Ontario Street, 2nd. Floor
	Calgary, AB T2P 1 C9	Montreal, Quebec H2X 1 Y8
	Attention: Legal Department	Attention: Lease Administration
	Fax:	Fax:
	With a copy to:	With a copy to:
	Brookfield Properties	BELL CANADA
	Suite 800, 335 - 81h. Ave. SW	Suite 2100, 111- 51h. Avenue SW
	Calgary, AB T2P 1 C9	Calgary, Alberta T2P 3Y6
	Attention: Mgr. Technical Services	Attention: Senior Legal Counsel
	Ph:	
	Fax:	Fax:

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 30th Day of June 2008.

Area "B" - the period starting on the Commencement Date and ending on the 30th. Day of November 2011

To view the entire document, refer to [Master Brookfield Agreement](#)