

**TELECOMMUNICATIONS LICENSE AGREEMENT**

**THIS AGREEMENT** dated this 12<sup>th</sup> day of August, 2002.

**BETWEEN:**

**PRINCETON DEVELOPMENTS LTD.  
&  
CANAPEN (PETROLEUM PLAZA) LTD.**  
(the "Owner")

- and -

**BELL WEST INC.**  
(the "Licensee")

**PREAMBLE:**

- (a) The Owner is the owner of a certain building as more particularly described in this Agreement.
- (b) The Owner has agreed to grant to the Licensee a license to install, operate, maintain, repair and replace certain communications equipment in the Owner's building as more particularly described in this Agreement on the terms and conditions set out in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Owner and the Licensee agree as follows:

**ARTICLE 1 - DEFINITIONS AND INTERPRETATION**

**1.1 Definitions** In this Agreement, unless the context requires otherwise, the following terms shall have the following meanings, respectively:

**"Agreement"** means this Agreement and the attached Schedule A and all subsequent changes, modifications and amendments to this Agreement and the attached Schedule A made in accordance with the provisions of this Agreement.

**"Building"** means the building owned by the Owner and located on the Lands.

**"Building Risers"** means the electrical, mechanical or communications spaces or other pathways in the Building.

**"Business Day"** means a day other than a Saturday, Sunday and any other day which is observed as a holiday under the Laws of the Province of Alberta and the Federal Laws of Canada as applicable therein.

**"Commencement Date"** means the date on which the Term commences, which shall be, August 1, 2002 or the date on which the construction of the Equipment Room commences, whichever is earlier.

"**CRTC**" means the Canadian Radio-television and Telecommunications Commission or its successor.

"**Communications Equipment**" means the communications equipment of the Licensee and its affiliates, including, without limitation, cabinets, racks, electronic equipment and other similar equipment.

"**Connecting Equipment**" means the cables, conduits, inner ducts and connecting hardware of the Licensee that is connected to the Communications Equipment.

"**Entrance Link**" means the core sleeve penetration through the foundation of the Building.

"**Equipment Room**" means the enclosed premises located on the P1 Parking Level (Room labeled P1 AN) of the Building and shown hatched on the floor plan attached to this Agreement as Schedule A, comprising approximately 153 square feet, which premises shall be provided by the Owner to the Licensee for the sole and exclusive use of the Licensee.

"**GST**" means the Goods and Services Tax established under the *Excise Tax Act* (Canada) or a successor tax imposed by the Government of Canada under lawful authority.

"**Lands**" means the lands situated in the City of Edmonton, in the province of Alberta, on which the Building is constructed, as more particularly described in the attached Schedule B.

"**License Fee**" means the annual fee specified in section 4.1 of this Agreement which is payable by the Licensee to the Owner under this Agreement.

"**Licensee's Equipment**" means, collectively, the Communications Equipment and the Connecting Equipment.

"**Notice**" means any notice, request, consent or other communication provided, required or permitted under this Agreement as contemplated in section 12.1 of this Agreement.

"**Term**" means the continuous period of five (5) years, commencing on the Commencement Date.

"**Renewal Term**" means the period after the Term for which this Agreement may be renewed and extended as described in section 3.2 of this Agreement.

**1.2 Interpretation** For the purposes of this Agreement, except as otherwise expressly provided, the following shall apply:

- (a) Words importing the singular include the plural and vice versa, and words importing gender include all genders and firms or corporations where applicable.
- (b) Should any provision of this Agreement be unenforceable at law, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall continue in force and shall be binding as though such provision had not been included.
- (c) The headings inserted in this Agreement are for convenience of reference only and in no way define, limit or enlarge the scope or meaning of any of the provisions of this Agreement.
- (d) This Agreement shall be interpreted and governed by the laws of the Province of Alberta, and the laws of Canada applicable therein.

1.3 **Schedules** The following are the Schedules attached to and forming part of this Agreement:

Schedule A – Equipment Room Plan

Schedule B – Legal Description of Lands

## ARTICLE 2 - LICENSE

2.1 **License** The Owner grants to the Licensee a non-exclusive license to:

- (a) install, operate, maintain, repair, insure and replace the Communications Equipment in the Equipment Room, at the Licensee's sole expense and risk;
- (b) install, operate, maintain, repair, insure and replace the Connecting Equipment in the Building, at the Licensee's sole expense and risk, together with the right to pull the Connecting Equipment through the Entrance Link and through the Building Risers as necessary to reach from the Entrance Link to the Equipment Room and from the Equipment Room to the Licensee's customers in the Building, as required by the Licensee from time to time to provide communications services to the Licensee's customers in the Building; and
- (c) use the Entrance Link and existing Building wiring, only to the extent that the Owner has the possession of, and authority to allow the use of, the Entrance Link and the existing Building wiring, as required by the Licensee for the purpose of connecting the Licensee's Equipment to the Licensee's customers in the Building.

2.2 **Equipment Room** The Owner shall provide the Equipment Room to the Licensee, for the sole and exclusive use of the Licensee, which Equipment Room shall be used by the Licensee for the provision of communications services to the Licensee's customers in the Building.

2.3 **Nature of Interest** The right granted to the Licensee under this Agreement is a license only, and shall not constitute a partnership, joint venture or lease between the parties.

2.4 **Non-Exclusivity** The Licensee acknowledges and agrees that the license granted to the Licensee pursuant to section 2.1 of this Agreement is not exclusive to the Licensee, and that the Owner has the right to grant similar rights and privileges in respect of the Building to other parties.

## ARTICLE 3 - TERM

3.1 **Term** Notwithstanding the date of its execution, this Agreement shall come into effect on the Commencement Date, and, subject to the provisions of this Agreement, shall remain in effect for the Term.

3.2 **Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have two (2) options to renew and extend this Agreement for consecutive periods of five (5) years each (each of which is a "Renewal Term"), upon the Licensee providing at least six (6) months written notice to the Owner. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be mutually agreed by the parties in writing based on the then current market rates for similar telecommunications license agreements for similar buildings. License Fee for each Renewal Term is not to be less than the License Fee of the initial Term. Where the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as

the case may be, the matter in dispute shall be determined by alternate dispute resolution or by a single arbitrator appointed under provincial arbitration legislation.

**3.3 Overholding** If the Licensee remains in occupation of the Equipment Room, Building Risers and Entrance Link following the expiration of the Term or a Renewal Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis at a monthly License Fee payable in advance on the first day of each month equal to two hundred percent (200%) of one twelfth of the License Fee as described in Article 4.1 and upon the same terms and conditions as set out in this Agreement insofar as they are applicable to a monthly tenancy.

#### **ARTICLE 4 - LICENSE FEE**

**4.1 License Fee** The Licensee shall pay to the Owner an annual License Fee in an amount of Six Thousand and Thirty Dollars (\$6,030.00), excluding GST, which License Fee shall be paid in advance on the Commencement Date and, thereafter, on each anniversary of the Commencement Date during the Term.

**4.2 GST** The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Owner's GST registration number is R104305123.

**4.3 Non-Disclosure** The Owner and the Licensee each agree to use good faith efforts to refrain from disclosing the financial terms of this Agreement, except that either party may disclose the financial terms of this Agreement if required by law or regulation.

#### **ARTICLE 5 - USE**

**5.1 Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.

**5.2 Title** The Owner acknowledges and agrees that title to, and ownership of, the Licensee's Equipment shall remain with the Licensee at all times notwithstanding that the Licensee's Equipment may be affixed to a part of the Building for the time being.

#### **ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES**

**6.1 Access** The Licensee and its authorized representatives shall have access to the Equipment Room on a seven (7) days a week, twenty-four (24) hours per day basis for the purpose of installing, operating, maintaining, repairing and removing the Licensee's Equipment. The Licensee and its authorized representatives further shall have such access to the driveways, walkways, entrances, exits and hallways associated with the Building as may be required in order for the Licensee and its authorized representatives to access the Equipment Room. The Owner acknowledges that the nature of the Licensee's communications services requires such access for servicing purposes and in emergency situations. The Licensee and its authorized representatives shall have ingress and egress to the Building Risers at such times as specified by the Owner, acting reasonably, provided that in the event of an emergency, the Licensee shall have the right to enter the Building Risers upon notification to the Owner. All entry and access to the Equipment Room and the Building, including the Building Risers, by the Licensee and its authorized

representatives shall be subject to the Owner's reasonable security procedures and subject to Tenants' rights.

(a) The Licensee, upon 24 hours' prior written notice issued by the Owner, and with the option of one of the Licensee's employees presence, shall permit the Owner or its agents to enter and view the Equipment at any reasonable time for the purpose of inspecting and of making repairs, alterations, additions or improvements to the Building, and the Licensee shall not be entitled to compensation of any kind for any inconvenience, nuisance, loss or discomfort occasioned thereby. In the event of a Building emergency the Owner agrees to contact the Licensee's Repair and Operations Centre (ROC) at (888) 784-2606 before entering the Equipment Room, in order that one of the Licensee's technicians be dispatched to the site immediately.

**6.2 Electrical Power** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. The Owner shall require the Licensee to pay for all electricity consumed by the Licensee on a load and usage basis. The Licensee, at its sole cost and expense, shall install a separate metre to determine the Licensee's electricity consumption. The Owner shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Owner has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree that the Owner will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.

**6.3 Telephone Service** The Licensee, at its sole cost and expense, shall have the right to install a telephone in the Equipment Room if required by the Licensee.

**6.4 Nuisance** The Licensee shall not use nor permit the Licensee's Equipment or any part of the Equipment Room to be used in such a manner as to annoy, disturb or cause nuisance to the Owner or the occupiers, tenants or other licensees of the Building, or in a manner that constitutes a contravention of law.

**6.5 Compliance with Laws** The Licensee, in installing, maintaining operating, repairing and replacing the Licensee's Equipment in the Equipment Room and the Building Risers shall comply at all times with all applicable laws, regulations, by-laws, rules, orders and ordinances of all federal, provincial and municipal governmental authorities, including, without limitation, the rulings and decisions of the CRTC.

## **ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS**

**7.1 Approval of Plans** Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and submit plans, specifications, and working drawings to the Owner in respect of such installation for the approval of the Owner, which approval shall not be unreasonably withheld or delayed. Once the Equipment is installed, such installation is subject to inspection and approval by the Owner and the reasonable expense of such inspection shall be the responsibility of the Licensee.

**7.2 Installation** Upon receipt of the Owner's written approval pursuant to section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner by contractors approved by Owner and in accordance with all applicable

laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities.

(a) The Licensee shall obtain, at its own expense, and prior to any Work, all necessary permits and licenses required and shall submit same to the Owner before the Licensee commences any Work.

**7.3 Cables** The Licensee shall label each cable placed by the Licensee in the Building Risers and any telecommunications closets through which the Licensee's cable passes with an identification number assigned by the Owner to the Licensee.

**7.4 Repairs and Maintenance** The Licensee, at its own cost and expense, shall keep the Equipment Room and the Licensee's Equipment in a safe and properly maintained condition.

**7.5 Liens** On final completion of all works the Licensee shall provide to the Owner a Statutory Declaration as to the completion of the works free of all liens and encumbrances and a Worker's Compensation Clearance indicating no outstanding claims. The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. The Licensee shall cause any such liens to be removed within 15 days, failing which the Owner may take such action as the Owner deems necessary to remove the same and the Licensee shall pay the Owner for all cost and expenses including reasonable solicitor's fees incurred by the Landlord in procuring the lien discharge within 10 days of receipt of an invoice therefore, provided that the Licensee may contest, in good faith, any such liens.

**7.6 Warranty** The Licensee shall cause and the Licensee's contractor (as recommended by the Owner) shall deliver, prior to undertaking any Work in the Building Equipment Room or Building Risers, a written warranty addressed to the Owner guaranteeing that the Work will be performed in a good and workmanlike manner and indemnifying against leakage or any deterioration of the Building or Equipment Room due to the Work for a period of one (1) year from the date of Work. The Licensee shall make good at all times any damage caused to the Building, Building Risers or Equipment Room in connection with the Equipment or the Owner may, at its option, and at the Licensee's expense, repair any damage and the Licensee shall pay the owner upon demand the costs of such repair plus twenty (20%) percent for overhead and supervision.

**7.7 Interference** The Licensee represents and warrants that the installation of, alteration to, addition to, maintenance or removal of the Equipment will not interfere with the enjoyment by the Owner or its Tenants of the Owner's air conditioning, electrical system, emergency power generator, elevators or any other system or systems.

## ARTICLE 8 - INSURANCE AND INDEMNIFICATION

**8.1 Insurance** The Licensee shall:

- (a) place and at all times maintain during the Term comprehensive general liability and property damage insurance in the amount of not less than Five Million Dollars (\$5,000,000.00) against claims for personal injury, death or loss or damage to property arising out of the Licensee's use and occupancy of the Building, Equipment Room or Building Risers and any of the operations of the Licensee under this Agreement or of the acts or omissions of the Licensee or any of its agents, employees or servants. Such insurance shall be with a company or companies acceptable to the

Owner and all policies for such insurance shall be in form satisfactory to the Owner which shall provide, but not limiting the generality of the foregoing that:

- (i) the Owner is named as an additional insured as its interest may appear on each such policy of insurance and that the liability insurance policy contains provisions for cross liability and severability of interests between the Owner and the Licensee,
  - (ii) each such policy of insurance is primary and non-contributing with respect to any policies carried by the Owner; and
  - (iii) each such policy of insurance shall not be cancelled without thirty (30) days prior written notice to the Owner;
- (b) provide the Owner with a certificate, at the request of the Owner, which shows that the policies stipulated in Article 8.1 have been put in place, and
- (c) not do or omit to do or suffer anything to be done or omitted to be done in the Building, Equipment Room or Building Risers, which might:
- (i) in any way impair or invalidate such policy or policies or any other policy maintained by the Owner; or
  - (ii) result in an increase in the cost of insurance of the Owner.
- (d) The Licensee covenants with the Owner that the Licensee in its use and occupation of the Building, Equipment Room and Building Risers will not do or permit to be done or omit anything which shall cause any insurance premium with respect to the Building or any part thereof to be increased, and if any insurance premium shall be so increased the Licensee shall pay to the Owner forthwith upon demand as an additional License fee the amount of such increase. If notice of cancellation or policy lapse shall be given respecting any insurance policy or if any insurance policy upon the Building or any part hereof shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation by the Licensee or any part thereof, the Licensee shall forthwith remedy or rectify such use or occupation upon being requested to do so in writing by the Owner, and if the Licensee shall fail to do so the Owner may at its option terminate this Agreement forthwith by notice in writing and thereupon all amounts for which the Licensee is liable hereunder shall be apportioned and paid in full to the date of such termination, and the Licensee shall immediately remove its Equipment.

**8.2 Indemnification** The Licensee shall indemnify and save harmless the Owner from and against any loss, suit, claim, action, damage or expense arising out of, from or by reason of, the installation, operation, maintenance, repair or removal of the Licensee's Equipment in the Equipment Room and the Building communications space pursuant to this Agreement, except to the extent that any such loss, suit, claim, action, damage or expense is due to the negligence or willful misconduct of the Owner or those for whom the Owner is in law responsible.

## ARTICLE 9 - TERMINATION

**9.1 Termination by Licensee** The Licensee shall have the right to terminate this Agreement upon 30 days prior written notice to the Owner in the event of the occurrence of any of the following:



- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;
- (c) the Licensee no longer requires the Equipment Room or the Building Risers for the purpose of providing its communications services to customers in the Building;
- (d) the Owner defaults in the observance or performance of any of the Owner's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence; or
- (e) the Owner makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Owner is conclusive evidence of insolvency.

**9.2 Termination by the Owner** The Owner shall have the right to terminate this Agreement upon written notice to the Licensee in the event of the occurrence of any of the following:

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than seven (7) days after receipt of written notice of such default by the Owner to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than seven (7) days after receipt of written notice of such default by the Owner to the Licensee;
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency. The Owner shall have the right to terminate this Agreement immediately upon written notice to the Licensee; or
- (d) Notwithstanding the aforementioned, the Owner may provide six (6) months prior written notice to Licensee, terminating this Agreement, provided such termination is for the demolition or substantial renovation of the Building, Building Risers or Equipment Room by the Owner, whereby such renovations render the Building or Equipment Room untenable. The Licensor shall grant a first right of refusal option to the Licensee to resume tenancy upon the completion of the redevelopment or renovation of the building upon the same term and conditions as are set out in this



License Agreement. Licensee shall provide vacant possession of the Building at the end of the notice of termination without any penalty or compensation whatsoever to the Licensee, and all fees due and payable to the Owner will be paid to the date of termination.

- (e) All of the tenants that the Licensee is then currently servicing vacate the Building, and, or cancel the Licensee's service and for a period of up to 180 days following the last tenant canceling the Licensee's services, the Licensee's services are not contracted by any of the remaining or newly incoming tenants.

**9.3 Surrender** Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room, the Building and Building Risers and Entrance Link and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear. Licensee shall restore Equipment Room to its original condition before the installation of the Licensee's Equipment, save and except for normal wear and tear. If the Licensee fails to remove Equipment upon the expiration or earlier termination of this Agreement, the Owner shall take such action as the Owner deems necessary to remove the same and the Licensee shall pay the Owner for all costs and expenses within 30 days of receipt of an invoice.

## ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

**10.1 Right to Terminate** In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Owner, in which event the Licensee shall remove the Licensee's Equipment in accordance with the provisions of section 9.3 of this Agreement. The portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro rated basis to the date of damage to the Building.

## ARTICLE 11 - FORCE MAJEURE

**11.1 Force Majeure** Without limiting or restricting the applicability of the law governing frustration of contracts, in the event either party fails to meet any of its obligations under this Agreement within the time prescribed, and such failure shall be caused, or materially contributed to, by force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this Agreement, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances. For the purpose of this Agreement, force majeure shall mean any acts of God, war, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, acts of government or any competent authority having jurisdiction, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, but lack of funds on the part of such party shall not be deemed to be a force majeure.

## ARTICLE 12 - NOTICES

**12.1 Notices** Any Notice pursuant to this Agreement shall be sufficiently given if in writing and personally served, or sent by facsimile or registered mail, and addressed or sent as specified below:

(a) If to the Owner:

Princeton Developments Ltd.  
Suite 1400,  
9915 - 108<sup>th</sup> Street  
Edmonton, AB T5K 2G8  
Attention: General Manager  
Facsimile: (780) 423-2620

(b) If to the Licensee:

Bell West Inc.  
Suite 2100,  
111 - 5<sup>th</sup> Avenue S.W.  
Calgary, Alberta T2P 3Y6  
Attention: Legal Department, Access & Right of Way  
Facsimile: (403) 410-4019

**12.2 Receipt** Where a Notice is delivered personally or by facsimile, it shall be deemed to have been received the same Business Day, or if the day on which the Notice was sent is not a Business Day, the Notice shall be deemed to have been received on the next Business Day. Where a Notice is sent by registered mail, it shall be deemed to have been received three (3) Business Days after the date of mailing. In no event should any Notice be sent by mail during any period of interrupted or threatened interruption of postal service.

**12.3 Change of Address** Either party may change its address or particulars for purposes of the receipt of any Notices in connection with this Agreement by giving notice in the same manner as provided in this Article 12.

## ARTICLE 13 - MISCELLANEOUS

**13.1 CRTC Decision** The Owner and the Licensee acknowledge that the access rights of telecommunications providers in multi-tenant buildings is presently subject to a regulatory proceeding initiated by the CRTC. In the event the CRTC issues a ruling or decision in respect of such access rights while this Agreement is in effect, this Agreement shall be amended by the parties in such a manner so as to give effect to such ruling or decision, and all appropriate adjustments in respect of any amounts paid under this Agreement shall immediately be made between the parties to ensure that this Agreement is brought into conformity with such ruling or decision, including, without limitation, the termination of this Agreement if necessary.

**13.2 Entire Agreement** This Agreement cancels, replaces and supersedes as of its effective date all existing agreements and understandings, written or oral, between the parties relating to the subject matter of this Agreement. The whole contract between the parties is contained in this Agreement and no preliminary proposals, written or oral, form any part of this Agreement. This Agreement may not be amended or modified except by mutual agreement of the parties in writing.

**13.3 Waiver** No failure by either to exercise any right under this Agreement or to insist upon full compliance by the other party with its obligations under this Agreement will constitute a

waiver of any provision of this Agreement. No waiver shall be effective unless made in writing by an authorized officer of the party.

**13.4 Successors and Assigns** This Agreement shall not be assigned by the Licensee, in whole or in part, without the express written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, provided that the Licensee shall be entitled to assign this Agreement to an affiliate of the Licensee, as defined in the *Canada Business Corporations Act*, upon written notice to the Owner. This Agreement shall be binding upon, and shall enure to, the benefit of the parties and their respective successors and permitted assigns.

**13.5 Signage** The Licensee shall not erect or install any exterior signs or interior window or door signs or advertising media or window or door lettering or awning or canopies in or about the Building.


**13.6 Signal Interference** If the Equipment should interfere with the operation of any satellite receiver and transceiver, or point to point microwave, UHF or VHF transceivers, or radio transmitter installed by the Owner or its Tenants, the Owner shall give the Licensee a thirty (30) day period of time to eliminate the interference. If the interference cannot be eliminated or reduced to a level compatible with the industry standard or no material interference with the operation of any such satellite receiver and transceiver, or point to point microwave, UHF or VHF transceiver, or radio transmitter installed by the Owner or its Tenants, as reasonably required by the Owner, then the Licensee shall remove the Equipment and this Agreement shall be forthwith terminated immediately upon such removal. In the event of such termination, the Licensee shall be relieved from further liability hereunder, save in respect of the period prior to such termination.

**IN WITNESS WHEREOF** the parties have executed this Agreement by the hands of their respective officers duly authorized in that behalf.

**PRINCETON DEVELOPMENTS LTD. / CANAPEN-  
(PETROLEUM PLAZA) LTD.**

Corporate Seals:

Per: \_\_\_\_\_

Name:   
PRESIDENT & CEO

Title: \_\_\_\_\_

Date: 4<sup>th</sup> SEP 1990, SEP 2

**CANAPEN (PETROLEUM) PLAZA**

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: GENERAL MANAGER

Date: \_\_\_\_\_

**I/We have the Authority to bind the Company**

BELL WEST INC.

Per: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Chief Financial Officer

Date: August 8, 2002

**I/We Have the Authority to bind the Company**

EQUIPMENT ROOM PLAN

**LEGAL DESCRIPTION OF LANDS**

Petroleum Plaza South, 9915 – 108<sup>th</sup> Street

Plan: NB Block: 7 Lot: 23, Plan: NB Block: 7 Lot: 24, Plan: NB Block: 7 Lot: 25, Plan: NB  
Block: 7 Lot: 26.

Petroleum Plaza North, 9945 – 108<sup>th</sup> Street

Plan: NB Block: 7 Lot: 27, Plan: NB Block: 7 Lot: 28, Plan: NB Block: 7 Lot: 28, Plan: NB  
Block: 7 Lot: 29, Plan: NB Block: 7 Lot: 30.