

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

“ABRIDGED”

GREATER TORONTO AIRPORTS AUTHORITY

- and -

BELL CANADA

December 1, 2003

TABLE OF CONTENTS

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1	Defined Terms	2
1.2	Articles, Sections and Headings	3
1.3	Number and Gender	3
1.4	Inclusion.....	3
1.5	Consents and Approvals	3
1.6	Calculation of Days.....	3
1.7	Business Days	4
1.8	Computation of Time Periods	4
1.9	Time of the Essence	4
1.10	Currency.....	4
1.11	Accounting Principles	4
1.12	Accounting Terms.....	4
1.13	Entire Agreement/Scope of Agreement	4
1.14	Governing Law	5
1.15	Severability	5
1.16	Amendments and Waivers	5
1.17	Priority	5
1.18	GTAA Framework	6
1.19	Schedules	6

ARTICLE 2 **GRANT OF ACCESS RIGHTS AND PROVISION OF NETWORK SERVICES**

2.1	Access Rights and Provision of Network Services.....	6
-----	--	---

ARTICLE 3 **TERM**

3.1	Initial Term	8
3.2	Renewal.....	8
3.3	Limitation on the GTAA's Ability to Not Renew Agreement	8

ARTICLE 4 **FEES AND INVOICING**

4.1	Fees	8
4.2	Invoicing	10
4.3	Disputed Fees.....	10
4.4	Subcontractors.....	10

ARTICLE 5
BELL CANADA OBLIGATIONS

5.1	General.....	11
-----	--------------	----

ARTICLE 6
GTAA'S OBLIGATIONS

6.1	General.....	13
-----	--------------	----

ARTICLE 7
GTAA'S POWERS

7.1	Tests and Adjustments	15
7.2	Access to Hub and Other Bell Canada Facilities - Emergencies	16
7.3	GTAA Relocation Rights.....	16

ARTICLE 8
LIMITATIONS OF LIABILITY

8.1	General.....	16
-----	--------------	----

ARTICLE 9
INDEMNIFICATION

9.1	Indemnity by Bell Canada	17
9.2	Indemnity by the GTAA	18

ARTICLE 10
INSURANCE

10.1	Required Insurance from Bell Canada.....	19
10.2	Required Insurance from the GTAA.....	20

ARTICLE 11
REPRESENTATIONS AND WARRANTIES

11.1	Representations and Warranties of Bell Canada.....	21
11.2	Representations and Warranties of the GTAA	22

ARTICLE 12
SURVIVAL OF REPRESENTATIONS AND WARRANTIES
AND SURVIVAL OF PROVISIONS

12.1	Survival of Representations and Warranties of Bell Canada.....	23
12.2	Survival of Representations and Warranties of the GTAA	23
12.3	Survival of Provisions.....	23

ARTICLE 13
DISCLAIMER

13.1	General.....	23
------	--------------	----

ARTICLE 14
SECURITY, CONFIDENTIALITY AND ACCESS

14.1	Bell Canada User Data Ownership and Access	24
14.2	Safeguarding Bell Canada User Data and the GTAA Facilities	25
14.3	Ongoing Security Responsibilities.....	26

ARTICLE 15
TERMINATION

15.1	GTAA Termination for Cause	26
15.2	Bell Canada Termination for Cause.....	27

ARTICLE 16
OBLIGATIONS ON TERMINATION

16.1	General.....	28
16.2	Termination Assistance.....	28

ARTICLE 17
CONFIDENTIALITY

17.1	Definition	30
17.2	Restrictions	31
17.3	Assistance	31
17.4	Injunction	32
17.5	Non-Disclosure Agreement	32
17.6	Non-Proprietary Information	32

ARTICLE 18
VERIFICATION RIGHTS

18.1	Records	32
18.2	Physical Verification of Facilities.....	32
18.3	Discrepancies	33
18.4	Notice.....	33

ARTICLE 19
USE OF TRADENAME AND TRADEMARKS

19.1	General.....	33
------	--------------	----

ARTICLE 20
PERSONNEL MATTERS/NON-SOLICITATION

20.1	General.....	33
------	--------------	----

ARTICLE 21
ISSUE RESOLUTION PROCESS AND DISPUTES

21.1	Issue Resolution Process and Disputes	34
21.2	Matters Excluded from Mandatory Issue Resolution Process	35

ARTICLE 22
QUARTERLY MEETINGS AND CHANGE MANAGEMENT

22.1	Quarterly Meetings	36
22.2	Change Management	36

ARTICLE 23
GENERAL

23.1	Force Majeure	36
23.2	Notices	37
23.3	Applicable Laws	38
23.4	Assignment	38
23.5	Relationship of the Parties	38
23.6	Most Favoured Customer.....	39
23.7	Execution of Agreement	40

**TELECOMMUNICATIONS ACCESS
AND NETWORK SERVICES AGREEMENT**

THIS AGREEMENT dated this 1st day of December, 2003,

B E T W E E N:

**GREATER TORONTO AIRPORTS
AUTHORITY,**

a corporation incorporated under the laws of
Canada (the "**GTAA**")

- and -

BELL CANADA,

a corporation incorporated under the laws of
Canada ("**Bell Canada**").

WHEREAS the GTAA operates the Toronto Lester B. Pearson International Airport under a 60 year lease (the "**Ground Lease**") made between Her Majesty the Queen in Right of Canada, as represented by the Minister of Transport, as landlord, and the GTAA, as tenant, dated December 2, 1996, as amended, and is charged by the Government of Canada with managing, operating and developing the Airport in accordance with the National Airports Policy;

AND WHEREAS the GTAA has undertaken a multi-billion dollar renovation program (the "**Airport Development Program**") that affects all facets of the Airport, including:

- the demolition and replacement of two of the three existing passenger terminals with a single new terminal;
- the redesign of existing runways and apron areas;
- the addition of new runways;
- the creation of a new cargo area; and
- the redevelopment of all access roads and transportation links;

AND WHEREAS part of the Airport Development Program has involved the upgrading of existing communications systems at the Airport and the construction of a fibre optic ring and copper facilities connecting buildings at the Airport and a common wiring system in the new terminal building;

AND WHEREAS due to the special security concerns at the Airport the GTAA is obligated to institute many new procedures to ensure the safety of the traveling public both at the Airport and on flights originating or terminating in Toronto;

AND WHEREAS one of the goals of the Airport Development Plan is to provide all End-Users with access to the telecommunications carrier or service provider of their choice, while maintaining a secure environment at the Airport;

AND WHEREAS to this end, the GTAA has established access points or "Hubs" at secure locations at the Airport to provide Bell Canada and other telecommunications service providers with the capability to connect their telecommunications facilities with the GTAA Facilities in order to provide telecommunications services to their End-User customers located at the Airport;

AND WHEREAS the GTAA will provide Bell Canada and other telecommunication service providers with access to its Hubs and use of the GTAA Facilities on a non-discriminatory, cost-recovery basis for the provision of wireline telecommunications services to End Users;

AND WHEREAS this arrangement will enable tenants at the Airport to deal with and to be served by the carrier of their choice, while maintaining a secure environment at the Airport;

AND WHEREAS the GTAA and Bell Canada have been planning and negotiating these access arrangements for over a period of several years in order to ensure that such arrangements are in place in advance of the opening of the new terminal building in 2004;

AND WHEREAS both the GTAA and Bell Canada have expended considerable resources to implement this new arrangement including the GTAA investing millions of dollars to build the Hubs, fibre ring, copper loops and common wiring systems, and Bell Canada adapting its operating systems and order and provisioning procedures to accommodate the new arrangements;

AND WHEREAS this Agreement sets forth the terms of access by Bell Canada at the Hubs and the terms of use of the GTAA's Hubs and GTAA's Facilities, as well as for the planning and management of these facilities, while also providing for Bell Canada's use of the Bell Canada Existing Network Facilities located at the Airport;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, terms, conditions and agreements contained herein and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Parties), the Parties agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Defined Terms

Schedule A annexed hereto sets out the definitions for the various capitalized terms used herein. Unless the context otherwise requires, all capitalized terms used in this Agreement (including the recitals hereto) will be interpreted in accordance with the definitions provided therefore in Schedule A.

To the extent that any other Schedules use capitalized terms not defined in Schedule A, such capitalized terms are defined in such Schedule.

1.2 Articles, Sections and Headings

The division of this Agreement into Articles, sections, subsections, paragraphs and Schedules and the insertion of headings and an index are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Schedules attached hereto and the Appendices thereto form part of this Agreement. Unless otherwise specified herein, any reference herein to an Article, section, subsection, paragraph or Schedule refers to the specified Article, section, subsection or paragraph of or Schedule to this Agreement. In this Agreement, the terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and not to any particular part, Article, section, subsection, paragraph or other provision hereof.

1.3 Number and Gender

In this Agreement, words importing the singular shall include the plural and *vice versa* and words importing one gender shall include all genders.

1.4 Inclusion

Where the word "include", "includes" or "including" is used in this Agreement, it means "include", "includes" or "including", in each case, "without limitation".

1.5 Consents and Approvals

(a) **No Additional Obligations.** For greater certainty, if any Party consents to or approves: (i) the content of any agreement, plan, manual or other document prepared in whole or in part by another Party, (ii) the taking of any action by another Party, or (iii) any other matter, in accordance with the provisions of this Agreement, the mere making or granting of such consent or approval shall not, in and of itself, impose any additional obligations or liabilities upon the Party making or granting such consent or approval.

(b) **Withholding.** Except to the extent a contrary intention is expressly set forth herein, whenever a Party is to provide its approval of or consent to an action, condition or event, such approval or consent shall not be unreasonably withheld or delayed.

1.6 Calculation of Days

Unless otherwise specified in this Agreement, time periods within or following which a payment is to be made or other action is to be taken hereunder shall be calculated by excluding the day on which the period commences and including the day which ends the period.

1.7 Business Days

Unless otherwise specified herein, whenever any payment to be made or other action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

1.8 Computation of Time Periods

Unless otherwise specified herein, in the computation of a period of time from a specified date to a later date, the words "to" and "until" mean "to and including".

1.9 Time of the Essence

Except as may be specifically agreed to by the Parties, time shall be of the essence in this Agreement.

1.10 Currency

All dollar amounts referred to herein are expressed in Canadian dollars.

1.11 Accounting Principles

Any reference in this Agreement to generally accepted accounting principles refers to generally accepted accounting principles as approved from time to time by the Canadian Institute of Chartered Accountants or any successor institute.

1.12 Accounting Terms

All accounting terms not specifically defined in this Agreement shall be construed in accordance with generally accepted accounting principles.

1.13 Entire Agreement/Scope of Agreement

(a) This Agreement (including the Schedules hereto and the Lease, and, for greater certainty, including any new Schedules adopted in accordance with Section 22.2) sets forth the entire agreement between the Parties with respect to the matters referred to herein and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter contained herein other than those set forth in this Agreement.

(b) Nothing in this Agreement shall purport to grant any rights or create any obligations for any Party with respect to issues relating to public payphones, wireless telecommunications, wireless broadcasting or other radio telecommunications or other communications, including with respect to cellular phones or satellite television.

1.14 Governing Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and each Party hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

1.15 Severability

Subject to Section 23.3, if any provision of this Agreement is determined by a court of competent jurisdiction or the CRTC to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions thereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal or unenforceable, the Parties shall, subject to the rights and remedies in Section 23.3, act in good faith to substitute for such provision, to the extent possible, a new provision with content, purpose and effect as close as possible to the provision so determined to be invalid, illegal or unenforceable. Notwithstanding the foregoing, nothing in this Section 1.15 shall supersede a Party's right to terminate the Agreement as provided for in Section 23.3.

1.16 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party, which consent, subject to a Party's obligation to act commercially reasonably in Section 23.3, may be unreasonably withheld or delayed. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided therein.

1.17 Priority

(a) **Conflict with Schedules.** Subject to Sections 1.17(b) and 1.17(c), if there is any apparent conflict or inconsistency between the provisions set forth in the body of this Agreement and the provisions set forth in any Schedule hereto, the provisions set forth in this Agreement shall prevail.

(b) **Schedules.** To the extent a Schedule provides a more specific description of a matter dealt with in this Agreement, this Agreement shall be interpreted in a manner so as to give effect to the specification provided in the Schedule.

(c) **Schedules Changed Due to Change in Management.** To the extent that any Schedule is amended in accordance with Section 22.2, if there is any apparent conflict between the provisions set forth in such amended Schedule and the provisions set forth in this Agreement or any Schedule hereto, the amended provisions of such Schedule shall prevail.

1.18 GTAA Framework

The GTAA Framework is hereby made a part of this Agreement as if it were embodied herein, and Bell Canada shall comply with and observe the same. The GTAA reserves the right from time to time to amend or supplement the GTAA Framework applicable to the subject matter of this Agreement. The GTAA shall promptly provide Bell Canada with any amendments and supplements to the GTAA Framework, and Bell Canada shall thereupon comply with and observe all such GTAA Framework. Notwithstanding Bell Canada's obligation to comply with the GTAA Framework as provided elsewhere in this Agreement, Bell Canada shall only be obligated to comply with all amendments and supplements to the GTAA Framework upon receipt of written notice of same as stated herein provided in accordance with Article 23.2.

1.19 Schedules

The following Schedules are attached to and form part of this Agreement:

- Schedule A - Definitions
- Schedule B - Fees
- Schedule C - Connection and Disconnection Procedures to the GTAA Facilities
- Schedule D - Form of Lease
- Schedule E - Technical Specifications of the GTAA Facilities
- Schedule F - Service Provisioning, Service Assurance and Performance Management
- Schedule G - Rights / Use of the Bell Canada Existing Network Facilities
- Schedule H - New Service Evaluation and Acceptance Procedures
- Schedule I - Intentionally Deleted
- Schedule J - Building List
- Schedule K - Relocation of Bell Canada Facilities

ARTICLE 2 **GRANT OF ACCESS RIGHTS AND PROVISION OF NETWORK SERVICES**

2.1 Access Rights and Provision of Network Services

(a) During the Term of this Agreement, the GTAA grants to Bell Canada the right, subject to compliance with the GTAA Framework, to:

- (i) access the Hub(s) for the purposes of installing, repairing and maintaining the Bell Canada Equipment and the Bell Canada Facilities and providing telecommunication or other communication services;
- (ii) operate, maintain, repair, replace, supplement, remove and install at Bell Canada's sole expense and risk, the Bell Canada Facilities and the Bell Canada Equipment located in the Hub(s) for the purposes of providing telecommunication or other communication services;
- (iii) Cross Connect the Bell Canada Facilities to the GTAA Facilities at the SPDP, for the purpose of Bell Canada providing telecommunication or

other communication services to End-Users over the GTAA Facilities past the SPDP in accordance with the Connection and Disconnection Procedures set out in Schedule C to this Agreement and in accordance with the New Service Evaluation and Acceptance Procedures in Schedule H;

- (iv) access other parts of the Airport and the Terminal Buildings including, with the permission of End-Users, the End-Users premises for the purpose of maintaining, repairing and operating the Bell Canada Existing Network Facilities and providing telecommunication or other communication services over the Bell Canada Existing Network Facilities to End-Users in accordance with the terms of Schedule H;
- (v) access an End-User's premises (with the permission of the End-User) for the purpose of installing, maintaining, repairing, replacing, operating and removing Customer Premises Equipment and providing telecommunications or other communications services to End-Users;
- (vi) access the Airport, the Terminal Buildings and such other locations to install, operate, maintain, repair, replace and remove the Bell Canada Equipment and the Bell Canada Facilities as permitted by the GTAA in accordance with the self-provisioning rights in Schedule F; and
- (vii) take such steps not specifically described above as may be reasonably incidental and necessary to the foregoing, provided that such steps are not expressly prohibited elsewhere in this Agreement

(which shall hereinafter be collectively referred to as the "**Access Rights**").

(b) During the Term, the GTAA shall provide to Bell Canada the Network Services, subject to the terms and conditions of Schedules C and F. If any incidental services, functions or responsibilities are required for the proper provision of the Network Services, they shall be deemed to be implied by and included within the scope of the Network Services to the same extent and in the same manner as if specifically described in Schedules C and F.

(c) This Agreement does not grant Bell Canada any interest whatsoever in the real property on which the Bell Canada Property, the GTAA Facilities or the Hub(s) are located, other than such interests as are created under the Lease.

(d) Subject to the provisions of Section 16.1(i)(B), and any agreement in writing between the Parties to the contrary:

- (i) the Bell Canada Property shall at all times remain the property of Bell Canada; and
- (ii) Bell Canada shall be permitted to continue using the Bell Canada Existing Network Facilities subject to the conditions set forth in Schedule G.

ARTICLE 3 **TERM**

3.1 Initial Term

This Agreement shall become effective on the date first written above and shall continue in force for five (5) years thereafter unless terminated at an earlier date in accordance with the terms in this Agreement (the "**Initial Term**").

3.2 Renewal

Unless this Agreement is terminated by agreement of the Parties or as permitted hereunder, this Agreement shall automatically renew for up to an additional three (3) successive terms each equal in duration to the Initial Term (each a "**Renewal Term**") unless, subject to Section 3.3, either Party notifies the other Party in writing at least one-hundred and eighty (180) calendar days prior to the expiration of the Initial Term or a Renewal Term, as applicable, that it does not wish to extend the provisions of this Agreement beyond the then current Term.

3.3 Limitation on the GTAA's Ability to Not Renew Agreement

The GTAA shall not provide notice to Bell Canada under Section 3.2 that it does not intend to renew this Agreement unless either:

- (a) the GTAA also delivers a similar notice to every Other TANSAs Party; or
- (b) the reason that the GTAA has delivered such notice is because the GTAA has provided notice to every Other TANSAs Party setting forth revised terms and conditions pursuant to which the GTAA is prepared to renew the Agreement with every Other TANSAs Party (the "**New Agreement Terms**"), and that Bell Canada has advised the GTAA that Bell Canada is not prepared to renew the Agreement on such terms; provided, however, that the GTAA renews the agreement with Other TANSAs Parties on the same material terms and conditions as the New Agreement Terms.

ARTICLE 4 **FEES AND INVOICING**

4.1 Fees

(a) Throughout the Term of this Agreement, unless the Parties agree otherwise in writing, Bell Canada will pay the GTAA the following fees (collectively, the "**Fees**"):

- (i) **Lease and Electricity Charges.** Bell Canada shall pay the GTAA all charges payable by Bell Canada for "Rent", as such term is defined in the Lease;
- (ii) **The GTAA Facilities.** Except where otherwise agreed to in writing by the Parties, Bell Canada shall pay the GTAA for the use of the GTAA

Facilities pursuant to Schedule B. For greater certainty, Bell Canada shall not be required to pay for the GTAA Facilities used to provide telecommunication services to the GTAA, its Affiliates, agents, or subcontractors for their own purposes or for the purpose of reselling any telecommunication service; and

- (iii) **Payment by Bell Canada of Taxes.** Bell Canada shall pay any applicable sales, excise, value added, goods and services or other similar taxes (for greater certainty and without limitation, excluding any direct payment by Bell Canada of taxes determined by reference to GTAA's capital, revenue, income, profits, payroll or similar measures, and realty taxes and other levies or taxes assessed against the Leased Premises and/or the Airport) that are assessed on the provision of any of the Services provided by the GTAA for Bell Canada or on the charges payable by Bell Canada for "Rent" (as such term is defined in the Lease) under the Lease.

(b) Fees shall be adjusted in accordance with the following principles:

- (i) where a Party proposes a renewal or adjustment to the Fees for any applicable Renewal Term, such Party shall provide written notice to the other Party of such intentions as least three-hundred and sixty-five (365) calendar days prior to the expiration of the Initial Term or Renewal Term, as the case may be (the "**Adjustment Notice**");
- (ii) the Adjustment Notice shall: (1) be made in good faith, and (2) incorporate the economic principles contained in Schedule B;
- (iii) upon receipt of the Adjustment Notice, the Parties shall use commercially reasonable efforts to negotiate and agree upon the applicable Fees for the next applicable Renewal Term;
- (iv) nothing in this Section 4.1(b) limits a Party's rights to elect not to renew this Agreement for any Renewal Term as provided for in Section 3.2; and
- (v) unless otherwise agreed to in writing by the Parties pursuant to the terms of this Section 4.1(b), the Fees shall not be subject to any change for any Renewal Term.

(c) Except as otherwise expressly provided for in this Agreement, no other charges, fees or expenses shall be payable by Bell Canada under this Agreement except for the Fees.

(d) The Parties agree to fully co-operate with each other to enable each to more accurately determine its own tax liability and to minimize such liability to the extent legally permissible. The GTAA's invoices will separately state the amount of any taxes the GTAA is collecting. Each of Bell Canada and the GTAA will provide and make available to the other any exemption certificates or information reasonably requested by the other.

(e) Bell Canada shall not be liable to the GTAA for any penalties or interest charges incurred by the GTAA as a result of an error by the GTAA with respect to assessment of taxes by the GTAA on the Services provided by it hereunder.

4.2 Invoicing

(a) The GTAA shall provide invoices to Bell Canada in respect of all of the Fees based upon the following principles:

- (i) with respect to any Fees that can be determined in advance, such Fees will be invoiced one month in advance;
- (ii) with respect to any Fees that cannot be determined in advance, such Fees will be invoiced after such Fees have been incurred and have been determined by the GTAA; and
- (iii) the GTAA shall prepare and deliver one consolidated invoice no more frequently than once per calendar month, which invoice shall detail all of the Fees payable by Bell Canada to the GTAA with respect to such period.

(b) Bell Canada shall pay to the GTAA the undisputed Fees as correctly invoiced by the GTAA on a monthly basis. Subject to Section 4.3, undisputed invoiced amounts are payable by Bell Canada within sixty (60) calendar days of the date Bell Canada receives the invoice.

(c) Bell Canada shall pay interest on undisputed overdue Fees at a rate of 1.5% per month (19.56% per annum) calculated from the original due date of such Fees.

(d) GTAA invoices shall at a minimum contain sufficient details which permit Bell Canada to reconcile Fees for the Services which shall include details concerning: (i) number of GTAA Facilities by appearance and Hub, (ii) Location Service Fees and/or other charges itemized as specified in Schedule "B", or (iii) such other information as the Parties mutually agree.

4.3 Disputed Fees

If Bell Canada disputes in good faith any Fees arising from or relating to this Agreement, Bell Canada may either elect to withhold such amounts or pay such amounts to the GTAA. Any such dispute with respect to Fees shall be resolved in accordance with the provisions of Section 21.1. In the event that Bell Canada decides to withhold such amounts, and some or all of such amounts are later determined to be payable by Bell Canada in accordance with Section 21.1 or by agreement between the Parties, Bell Canada shall be obligated to pay interest on such amounts determined to be payable at the rate of 1.5% per month (19.50% per annum) calculated from the original due date of such Fees.

4.4 Subcontractors

All fees, costs, expenses, taxes and charges arising from or relating to the GTAA's third party or subcontractor performing the Services have been included in the Fees. No

additional fees, costs, expenses, taxes or other charges relating to such third parties will be charged to Bell Canada, except to the extent a contrary intent is expressly set forth herein. For greater certainty, the GTAA shall be responsible for obtaining, at its own cost and expense, the consent of any third party supplier which may be required in connection with the activities to be performed by any such third party.

ARTICLE 5

BELL CANADA OBLIGATIONS

5.1 General

Throughout the Term, Bell Canada shall comply in a full and timely manner with the following obligations:

- (a) Bell Canada shall have sole responsibility for obtaining, installing and maintaining the Bell Canada Equipment, the Bell Canada Facilities and all electrical, communications and software services necessary for the installation and maintenance of the Bell Canada Equipment and the Bell Canada Facilities and the termination of its facilities in the Hub location(s) up to the SPDP or to other locations as may be permitted under this Agreement, and shall bear all costs associated therewith;
- (b) provided that the GTAA Facilities are functioning properly (as reasonably determined by the GTAA), the Bell Canada Facilities and the Bell Canada Equipment shall not disrupt, adversely affect, or interfere with the GTAA Facilities and other providers of communications service located in/using Hub location(s), the Airport Terminal Buildings or any of the End-User's premises situated at the Airport. The Bell Canada Facilities and the Bell Canada Equipment shall not adversely affect the Airport's operating systems, safety, security, or other systems, or any End-User's rights of enjoyment. Bell Canada shall correct any such interference or adverse effect as soon as possible after receiving written notice of such interference from the GTAA. The GTAA may, acting reasonably, disconnect power to any of the Bell Canada Facilities and the Bell Canada Equipment if Bell Canada has failed to correct such interference or adverse effect promptly after proper notification, all at the cost of Bell Canada. The GTAA may also take immediate steps, acting reasonably, to discontinue power to the Bell Canada Facilities and the Bell Canada Equipment if such action is, in the reasonable view of the GTAA, required for security purposes, safety of Persons or property. Where the GTAA exercises its rights under this Section 5.1(b), the GTAA shall provide to Bell Canada:
 - (i) notice of any steps it is taking under this Section 5.1(b) as soon as practicable in the circumstances; and
 - (ii) daily written updates or reports containing the details of the cause of the actions taken under this Section 5.1(b) and estimations of the confirmation of normal operations;

- (c) Bell Canada shall not rearrange, disconnect, remove, repair or otherwise interfere with the GTAA Facilities or any other facilities, equipment, or property owned by the GTAA or by any third party (other than a Bell Canada End User) which may be located in the Hub(s) or elsewhere at the Airport without the prior written consent of the GTAA or third party, as applicable;
- (d) Bell Canada shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under Bell Canada, provided that nothing in this Section 5.1(d) shall prevent Bell Canada from contesting such liens in good faith. Bell Canada shall also indemnify, hold harmless and defend the GTAA against any such liens, including GTAA's reasonable legal fees and disbursements. The provisions of this Section 5.1(d) shall survive termination of this Agreement. All liens shall be removed promptly and in no case later than five (5) Business Days after written notice to Bell Canada to do so. The GTAA may, at the cost of Bell Canada, pay money into court to obtain removal of a lien if Bell Canada fails to do so, as required, and Bell Canada will reimburse the costs incurred by the GTAA;
- (e) except as may be required for Bell Canada to comply with decisions or orders of the CRTC or any other governing body, Bell Canada shall not (i) permit any other telecommunications supplier or other communications provider (other than an Affiliate of Bell Canada) to co-locate equipment in its allocated space in the Hub(s), or (ii) permit any third party supplier to Cross Connect to any of the Bell Canada Facilities or the Bell Canada Equipment without first having obtained the written approval of the GTAA, which approval may be unreasonably withheld or delayed. Bell Canada shall not permit co-location or Cross Connection under (i) or (ii) above without providing GTAA with reasonable advance notice of the decision or order of the CRTC or other governing body on which it is relying;
- (f) Bell Canada shall cause all those for whom it is in law responsible to comply with all rules, regulations and directives provided to Bell Canada from time to time by the GTAA, acting reasonably, concerning the operation and management of the Airport, including the GTAA Framework;
- (g) Bell Canada shall take all measures reasonably necessary to avoid damaging the GTAA Facilities, the Hub(s), the Terminal Buildings, and any other facilities, equipment or property owned by the GTAA or by any third party which may be located in any of these locations or otherwise at the Airport. Bell Canada shall make an immediate report to the GTAA of the occurrence of any such damage;
- (h) connections to the GTAA Facilities shall follow applicable industry guidelines for service connection and disconnection at the SPDP as set out in the attached Schedules C and F; and
- (i) Bell Canada may utilize an agent, contractor or subcontractor for the performance of some or all of its rights or obligations under this Agreement, including, without limitation, its rights under Article 2. If Bell Canada uses any third party to

perform any of its obligations under this Agreement, Bell Canada will remain responsible for the performance of all obligations performed by the third party to the same extent if such obligations were performed by Bell Canada employees. In addition, Bell Canada will not disclose any Confidential Information to any of its third parties unless and until such third party has agreed in writing with Bell Canada, in form and substance satisfactory to Bell Canada acting reasonably, to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of Bell Canada under this Agreement.

ARTICLE 6

GTAA'S OBLIGATIONS

6.1 General

The GTAA shall meet and/or exceed the technical specifications, service levels and requirements herein and perform all of its obligations pursuant to the terms of this Agreement and the attached Schedules. Without limiting the foregoing, throughout the Term, the GTAA shall comply in a full and timely manner with the following obligations:

- (a) the GTAA shall provide Bell Canada with such alternative means of carrying telecommunication services over the Airport for End-Users as described in Schedules C and H;
- (b) for services not specified in Schedule C, the GTAA shall evaluate any new telecommunication service in accordance with Schedule H prior to any such service being carried on the GTAA Facilities past the SPDP;
- (c) the GTAA shall meet or exceed all of the SLOs described in Schedule F to this Agreement and, if not, the GTAA shall take such other steps as required under Schedule F as a result of such failure;
- (d) the GTAA shall manage the processes to monitor the current utilization of the GTAA Facilities and undertake capacity planning studies which address forecasted, substantiated demand for the GTAA Facilities;
- (e) connections to the GTAA Facilities shall follow applicable industry guidelines for service connection and disconnection at the SPDP as set out in the attached Schedule C;
- (f) the GTAA may utilize an agent, contractor or subcontractor for the performance of some or all of its rights or obligations under this Agreement, including, without limitation, its rights under this Article 6. If the GTAA uses any third party to perform any of its obligations under this Agreement, the GTAA will remain responsible for the performance of all obligations performed by the third party to the same extent if such obligations were performed by the GTAA's employees. In addition, the GTAA will not disclose any Confidential Information to any of its third parties unless and until such third party has agreed in writing with the

GTAA, in form and substance satisfactory to the GTAA acting reasonably, to protect the confidentiality of such Confidential Information in a manner substantially equivalent to that required of the GTAA under this Agreement;

- (g) provided that the Bell Canada Facilities are functioning properly (as reasonably determined by Bell Canada), then:
 - (i) the GTAA Facilities shall not disrupt, adversely affect, or interfere with any of the Bell Canada Property and, in particular, Bell Canada's ability to service End-Users at the Airport; or
 - (ii) the facilities, equipment or services of any third party at the Airport shall not disrupt, adversely affect or interfere with any of the Bell Canada Property and, in particular, Bell Canada's ability to service End-Users at the Airport.

In the event of any disruption, adverse effect or interference with the Bell Canada Property, upon receiving written notice by Bell Canada, the GTAA shall investigate the cause of the interference and shall take the following steps:

- (x) with respect to a disruption, adverse effect or interference under (i), the GTAA shall correct any such disruption, adverse effect or interference as soon as possible, but in any event within the timelines provided for in Schedule F;
- (y) with respect to any disruption, adverse effect or interference under (ii), the GTAA shall use reasonable commercial efforts to cause the correction of any such disruption, adverse effect or interference as soon as commercially practicable; and
- (z) in the event that it is determined that such disruption, adverse effect or interference is caused by a third party originating from outside the Airport, the GTAA shall use reasonable commercial efforts to assist Bell Canada in finding a method to correct such problem;

Notwithstanding anything else in Section 6.1(g), in the event that it is determined that such disruption, adverse effect or interference is caused by an air navigation system or a communications system used in connection with Airport security or public safety services, GTAA shall use reasonable commercial efforts to assist Bell Canada in finding a method to correct such problem.

- (h) the GTAA shall be responsible for the satisfaction or payment of any liens for any provider of work, labour, material or services claiming by, through or under the GTAA, provided that nothing in this Section 6.1(h) shall prevent the GTAA from contesting such liens in good faith. The GTAA shall also indemnify, hold harmless and defend Bell Canada against any such liens, including Bell Canada's reasonable legal fees and disbursements. The provisions of this Article shall

survive termination of this Agreement. All liens shall be removed promptly and in no case later than five (5) Business Days after written notice to the GTAA to do so. Bell Canada may, at the cost of the GTAA, pay money into court to obtain removal of a lien if the GTAA fails to do so, as required, and the GTAA will reimburse the costs incurred by Bell Canada;

- (i) the GTAA shall take all measures reasonably necessary to avoid damaging the Bell Canada Property or any other facilities, equipment or property owned by any third party which may be located in any of these locations or otherwise at the Airport. The GTAA shall make an immediate report to Bell Canada of the occurrence of any such damage;
- (j) the GTAA shall not connect, disconnect, rearrange, remove, repair, disconnect power (subject to Section 5.1(b)) or interfere with any of the Bell Canada Property, except either:
 - (i) in accordance with the terms of this Agreement; or
 - (ii) with the written approval of Bell Canada;
- (k) connections to the Bell Canada Facilities, the Bell Canada Equipment and the Bell Canada Existing Network Facilities shall follow applicable industry guidelines for service connection and disconnection at the SPDP as set out in the attached Schedule C and F;
- (l) the GTAA shall provide the Services in a good and workmanlike manner at all times during the Term; and
- (m) the GTAA shall seek to identify and implement methods for improving the quality and cost-effectiveness of the Services whenever practical and will notify Bell Canada of such methods. For greater clarity, notwithstanding Section 4.1(b), the GTAA shall immediately pass through to Bell Canada any cost savings the GTAA realizes as a result of improved operational efficiencies or technological advancements.

ARTICLE 7

GTAA'S POWERS

7.1 Tests and Adjustments

The GTAA shall have the right to perform tests and adjustments to maintain the GTAA Facilities in satisfactory operating condition and to demonstrate operating requirements. The GTAA shall provide Bell Canada with ample advance notice of any planned service tests or adjustments pursuant to the terms of Schedule F and will in all cases provide alternate service arrangements so as to avoid any service interruption to Bell Canada and all End-Users.

7.2 Access to Hub and Other Bell Canada Facilities - Emergencies

The GTAA reserves the right, acting reasonably, to deny access to the Hub(s) and other Bell Canada Facilities in the event of an emergency relating to the Airport or the GTAA Facilities until such emergency ceases to exist. Where the GTAA exercises its rights under this Section, the GTAA shall: (1) provide notice of any steps it takes to deny access as soon as practicable in the circumstances, and (2) in the case of emergencies involving Hub locations and other Bell Canada Facilities, provide Bell Canada with daily written updates or reports containing the details of the emergency and estimations of the confirmation of normal operations.

7.3 GTAA Relocation Rights

(a) The GTAA reserves the right to relocate the GTAA Facilities in such a manner as will best enable GTAA, in its sole discretion, to fulfil its mandate to manage the Airport. In the event that the GTAA desires to relocate the GTAA Facilities, and such relocation affects the Bell Canada Property or the ability of Bell Canada to provide services to its End-Users at the Airport, the GTAA shall not relocate the GTAA Facilities without first engaging in good faith consultation with Bell Canada with respect to the timing and implementation of such relocation. Any proposed outage affecting the GTAA Network Facilities shall be dealt with in accordance with Schedule F.

(b) Any relocation of the Bell Canada Facilities or any Bell Canada Equipment shall be completed in accordance with Schedule K.

ARTICLE 8 **LIMITATIONS OF LIABILITY**

8.1 General

(a) Neither Party shall be liable to, or required to indemnify the other Party for any liability, damages, claims or expenses that arise from or amounts (including any such amounts claimed by third parties) representing loss of profits, loss of business, or indirect, special, exemplary, economic, incidental, consequential or punitive damages, whether foreseeable or not, arising from:

- (i) the performance, non-performance or improper performance of a Party's obligations under this Agreement, the GTAA Facilities or the Bell Canada Facilities, as the case may be, or any other facilities of the GTAA or Bell Canada or any part thereof;
- (ii) any actions or omissions of a Party or those for whom a Party is in law responsible in the procurement, design, construction, testing, maintenance or operation of the GTAA Facilities or the Bell Canada Facilities, as the case may be, or other facilities of the GTAA or Bell Canada or any part thereof;

- (iii) the interconnection of the Bell Canada Facilities to the GTAA Facilities, any defect in the GTAA Facilities or the Bell Canada Facilities, as the case may be, or any part thereof, delay in the interconnection to the GTAA Facilities or access to the rooms containing the GTAA Facilities;
- (iv) failure of the GTAA Facilities or the Bell Canada Facilities, as the case may be, or other facilities of the GTAA or Bell Canada to perform; or
- (v) any other cause whatsoever, whether the basis of the liability is breach of contract, tort (including negligence and strict liability), statute or any other legal theory.

(b) The termination and indemnification provisions in this Agreement shall constitute the sole and exclusive remedies for recovery against the other Party. In no event, and in no circumstances will either Party's liability to the other with respect to any Claim exceed the greater of:

- (i) the Fees paid by Bell Canada to the GTAA over the twelve (12) months prior to the occurrence of the first event that is the subject of the Claim; and
- (ii) \$5,000,000.

(c) Notwithstanding Article 9, in no circumstances shall Bell Canada have any liability of any nature whatsoever with respect to any equipment or other property transferred from Bell Canada to the GTAA in accordance with Schedule G.

(d) Neither Party may bring a legal cause of action under this Agreement more than one year after the cause of action arose.

(e) Each Party shall have the duty to mitigate damages for which another Party is responsible.

(f) Each of the Parties acknowledges that the limitations and exclusions contained in this Article 8 have been the subject of negotiation between the Parties and represent the Parties' agreement based upon the level of risk to each of them associated with their respective obligations under the Agreement.

(g) This Article 8 shall apply even in the event of a breach of condition, a breach of an essential or fundamental term, or a fundamental breach of this Agreement.

ARTICLE 9 **INDEMNIFICATION**

9.1 Indemnity by Bell Canada

Bell Canada shall indemnify and save harmless GTAA, and GTAA's directors, officers, employees, agents and any other Persons for whom the GTAA is in law responsible, and

each of their successors and permitted assigns (the "**GTAA Indemnified Persons**") from all Claims arising from:

- (a) any misrepresentation or breach of warranty made or given by Bell Canada in this Agreement, or any breach of any covenant or agreement contained in this Agreement by Bell Canada;
- (b) any act or omission of Bell Canada or those for whom it is in law responsible in respect of the exercise of the rights granted to Bell Canada under this Agreement or in respect of the connection of the Bell Canada Facilities to the GTAA Facilities or the use of the Hub(s) generally;
- (c) any claims, actions or proceedings alleging the infringement of patent, copyright or design, or unauthorized use of proprietary technical information in respect of the Bell Canada Equipment or other Bell Canada Facilities, including in connection with the use of the Bell Canada Equipment with and the connection of the Bell Canada Facilities to the GTAA Facilities;
- (d) the content of any communications which are transmitted or received by or through the Bell Canada Facilities as a result of the connection of the Bell Canada Facilities to the GTAA Facilities under this Agreement including any claims for defamation, copyright infringement and passing off; and
- (e) damages to Persons or property, personal injury or death caused by the negligence or wilful misconduct of Bell Canada.

9.2 Indemnity by the GTAA

The GTAA shall indemnify and save harmless Bell Canada, and Bell Canada's directors, officers, employees, agents and any other Persons for whom Bell Canada is in law responsible, and each of their successors and permitted assigns (the "**Bell Canada Indemnified Persons**") from all Claims arising from:

- (a) any misrepresentation or breach of warranty made or given by the GTAA in this Agreement, or any breach of any covenant or agreement contained in this Agreement by the GTAA;
- (b) any act or omission of the GTAA or those for whom it is in law responsible in respect of the exercise of the rights granted to the GTAA under this Agreement or in respect of the connection of the GTAA Facilities to the Bell Canada Facilities or the use of the Hub(s) generally;
- (c) any claims, actions or proceedings alleging the infringement of patent, copyright, trade-mark or design, or unauthorized use of proprietary technical information in respect of the GTAA Facilities or the Hub(s), including the connection of the GTAA Facilities to the Bell Canada Facilities;

- (d) any claims, actions or proceedings with respect to any property transferred by Bell Canada to the GTAA in accordance with Schedule G; and
- (e) damages to Persons or property, personal injury or death caused by the negligence or wilful misconduct of the GTAA.

ARTICLE 10 **INSURANCE**

10.1 Required Insurance from Bell Canada

(a) During the term of this Agreement, Bell Canada shall maintain the following insurance policies with insurers maintaining minimum Best "A-" Ratings:

- (i) General liability insurance applying to all operations of Bell Canada with a limit of liability not less than \$5,000,000 per occurrence. This policy shall name GTAA and Her Majesty and Queen in right of Canada ("**Her Majesty**") and Her Majesty's successors and assigns (including any Department of the Government of Canada, any Ministers of the Crown, any officers, servants, employees, agents or contractors of Her Majesty and any other Person for whom Her Majesty may be responsible in law and any Person who has a right of contribution against Her Majesty) as an additional insured limited to the extent of negligence or wilful acts or omissions of Bell Canada, its employees, agents and/or contractors. All general liability coverage shall include contractor's protective liability, non-owned automobile liability and liability for physical damage to the Leased Premises in the Hub(s). This policy shall not contain exclusionary language relating to liability incurred while operating within an airport security fence ("**Airside**"). This policy is to be non-contributing and primary and provide for cross liability so that each insured is protected separately by the insurer. This policy shall require thirty (30) calendar days' prior notice to the GTAA of termination, non-renewal or cancellation to the detriment of the GTAA.
- (ii) *Standard Owners Form of Automobile Insurance* (when applicable) policy providing third party liability insurance on all automobiles owned by or registered in the name of Bell Canada with \$2,000,000 exclusive limits, and accident and benefits insurance covering all licensed vehicles owned or operated by or on behalf of Bell Canada.

If such vehicles require access to Airside this limit will increase to \$10,000,000 and the policy shall not contain an exclusion if the insured's vehicles operate Airside at the Airport.

- (iii) The insured limits required above may be composed of any combination of primary and excess (umbrella) insurance policies.

- (iv) Workplace safety insurance as required under the *Workplace Safety Insurance Act* of the Province of Ontario. Upon receipt of a request by GTAA to do so, Bell Canada shall provide the GTAA with evidence of the Workplace Safety and Insurance Board's official experience rating section or cost and frequency record.
- (v) *Property "All Risk" Insurance* including Flood and Earthquake which shall include coverage on the physical property of every description and kind owned by Bell Canada or for which Bell Canada is responsible or legally liable pursuant to the terms of this Agreement, or for which it is installed on behalf of Bell Canada located within the Airport. This coverage should be written in an amount equal to the full insurable value calculated on a replacement cost basis with a maximum \$3 Million deductible per insured loss. In the event that a dispute arises as to the sum of replacement cost of such property to be insured, the decision of the GTAA shall be conclusive.

(b) Upon receipt of a request by the GTAA to do so, Bell Canada shall promptly provide the GTAA with certificates of insurance signed by an authorized representative of the insurer or insurance broker evidencing proof of the insurance Bell Canada is required to maintain under Section 10.1.

(c) If Bell Canada fails to place or maintain insurance as required under this Section 10.1, the GTAA will have the right, in its sole discretion, to place and maintain such insurance. All premiums and other costs incurred by the GTAA will be paid by Bell Canada immediately upon request, or failing payment, may be deducted by the GTAA from any amount then or thereafter due to Bell Canada.

(d) The provisions of this Section 10.1 do not diminish, limit or otherwise affect the liability of Bell Canada to the GTAA under or in relation to any other provisions of this Agreement.

10.2 Required Insurance from the GTAA

(a) During the term of this Agreement, the GTAA shall maintain the following insurance policies with insurers maintaining minimum Best "A-" Ratings:

- (i) General liability insurance applying to all operations of the GTAA with a limit of liability not less than \$5,000,000 per occurrence. This policy shall name Bell Canada as an additional insured limited to the extent of negligence of the GTAA, its employees, agents and/or contractors. All general liability coverage shall include contractor's protective liability, non-owned automobile liability and liability for physical damage to Bell Canada's physical property within the Airport. This policy is to be non-contributing and primary and provide for cross liability so that each insured is protected separately by the insurer. This policy shall require

thirty (30) calendar days' prior notice to Bell Canada of termination, non-renewal or cancellation to the detriment of Bell Canada.

- (ii) *Standard Owners Form of Automobile Insurance* (when applicable) policy providing third party liability insurance on all automobiles owned by or registered in the name of the GTAA with \$2,000,000 exclusive limits, and accident and benefits insurance covering all licensed vehicles owned or operated by or on behalf of the GTAA.

If such vehicles require access to Airside, this limit will increase to \$10,000,000 and the policy shall not contain an exclusion if the insured's vehicles operate Airside at the Airport.

- (iii) The insured limits required above may be composed of any combination of primary and excess (umbrella) insurance policies.
- (iv) Workplace safety insurance as required under the *Workplace Safety Insurance Act* of the Province of Ontario. Upon receipt of a request by the GTAA to do so, Bell Canada shall provide the GTAA with evidence of the Workplace Safety and Insurance Board's official experience rating section or cost and frequency record.

(b) Upon receipt of a request by Bell Canada to do so, GTAA shall promptly provide Bell Canada with certificates of insurance signed by an authorized representative of the insurer or insurance broker evidencing proof of the insurance the GTAA is required to maintain under this Section 10.2.

(c) If the GTAA fails to place or maintain insurance as required under this Section 10.2, Bell Canada will have the right, in its sole discretion, to place and maintain such insurance. All premiums and other costs incurred by Bell Canada will be paid by the GTAA immediately upon request, or failing payment, may be deducted by Bell Canada from any amount then or thereafter due to the GTAA.

(d) The provisions of this Section 10.2 do not diminish, limit or otherwise affect the liability of the GTAA to Bell Canada under or in relation to any other provisions of this Agreement.

ARTICLE 11

REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of Bell Canada

Bell Canada represents and warrants to the GTAA as follows and acknowledges that the GTAA is relying upon such representations and warranties in entering into this Agreement and performing its obligations hereunder:

- (a) Bell Canada is a corporation incorporated under the laws of Canada and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) Bell Canada has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- (c) this Agreement has been duly executed and delivered by Bell Canada and is a legal, valid and binding obligation of Bell Canada, enforceable against it by the GTAA in accordance with its terms;
- (d) neither the execution and delivery by Bell Canada of this Agreement nor the performance by it of its obligations hereunder will result in a violation of (i) its constating documents or by-laws or any of the resolutions passed by its board of directors or shareholders or (ii) any Applicable Laws; and
- (e) there is no requirement for Bell Canada to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation by Bell Canada of the transactions contemplated by this Agreement.

11.2 Representations and Warranties of the GTAA

The GTAA represents and warrants to Bell Canada as follows and acknowledges that Bell Canada is relying upon such representations and warranties in entering into this Agreement and performing its obligations hereunder:

- (a) the GTAA is a corporation incorporated under the laws of Canada and has all necessary power and authority to execute and deliver this Agreement and to perform its obligations hereunder;
- (b) the GTAA has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder;
- (c) this Agreement has been duly executed and delivered by the GTAA and is a legal, valid and binding obligation of it, enforceable against it by Bell Canada in accordance with its terms;
- (d) neither the execution and delivery by the GTAA of this Agreement nor the performance by it of its obligations hereunder will result in a violation of (i) its constating documents or by-laws or any of the resolutions passed by its board of directors or shareholders or (ii) any Applicable Laws; and
- (e) there is no requirement for the GTAA to make any filing with, give any notice to or obtain any licence, permit, certificate, registration, authorization, consent or approval of, any government or regulatory authority as a condition to the lawful consummation by the GTAA of the transactions contemplated by this Agreement.

ARTICLE 12
SURVIVAL OF REPRESENTATIONS AND WARRANTIES
AND SURVIVAL OF PROVISIONS

12.1 Survival of Representations and Warranties of Bell Canada

The representations and warranties of Bell Canada contained in this Agreement shall survive the Effective Date and, notwithstanding the passage of the Effective Date or any investigation made by or on behalf of the GTAA, shall continue in full force and effect for the benefit of the GTAA without limitation as to time.

12.2 Survival of Representations and Warranties of the GTAA

The representations and warranties of the GTAA contained in this Agreement shall survive the Effective Date and, notwithstanding the passage of the Effective Date or any investigation made by or on behalf of Bell Canada, shall continue in full force and effect for the benefit of Bell Canada without limitation as to time.

12.3 Survival of Provisions

For so long as the GTAA is providing Services (including during the Transition Period), all of the terms of this Agreement shall survive, notwithstanding the expiration or termination of this Agreement for any reason. Upon the end of the Term, the following provisions shall survive the expiration or termination of this Agreement for any reason: Section 1 (excluding Section 1.13), Section 8, Section 9, Section 11, this Section 12.3, Section 13, Section 14, Section 16, Section 17, Section 18, Section 19, Section 20, Section 21, Section 23.1, Section 23.2, Section 23.3 and Section 23.5, and the provisions of the Schedules hereto, but only to the extent that such Schedule's provisions are incorporated by reference or referred to in the surviving provisions. In addition, Section 3.3 shall survive the expiration or termination of this Agreement for a period of one year following the end of the Term.

ARTICLE 13
DISCLAIMER

13.1 General

Other than the representations, warranties, covenants and conditions expressly provided in this Agreement, neither Party makes any representations, warranties, covenants or conditions whatsoever and each Party expressly disclaims any other representations, warranties, covenants and conditions, express or implied by statute or other operation of law or otherwise including oral or written representations, warranties, covenants, conditions, proposals or statements made prior to this Agreement, and including any implied warranties of merchantable quality or fitness for intended use or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade.

ARTICLE 14
SECURITY, CONFIDENTIALITY AND ACCESS

14.1 Bell Canada User Data Ownership and Access

(a) All Bell Canada User Data shall be and remain the exclusive property of Bell Canada to which it relates or such Bell Canada suppliers or licensors, as the case may be. Bell Canada shall be permitted electronic access to Bell Canada User Data at all times, which access shall not be unavailable or restricted except where such limitations on access are required by previously documented security requirements or by a period of repair or maintenance provided for in this Agreement. The GTAA shall not:

- (i) possess or assert any ownership right, encumbrance lien, pledge, mortgage, option, charge, adverse claim or other security interest or similar right in Bell Canada User Data; or
- (ii) sell, disclose, copy, assign, lease or otherwise dispose of, or commercially exploit, any Bell Canada User Data, even in the event of a dispute between the Parties or upon the termination or expiration of the Term.

(b) Upon written request by Bell Canada at any time and from time to time or upon the termination or expiration of the Term, the GTAA will return to Bell Canada or its designee all Bell Canada User Data (or, in the case of a written request by Bell Canada, all of the Bell Canada User Data referred to in such request) in all of the GTAA's then existing machine-readable formats (or other machine-readable format reasonably requested by Bell Canada) and media types, together with any notes, comments or software necessary for Bell Canada to efficiently use their data with the applicable systems. The GTAA will also securely erase (e.g., delete/format and securely overwrite) any Bell Canada User Data from any hardware, media or other material within its control that is to be no longer used in connection with the provision of the Services, provided that the GTAA will not erase any Bell Canada User Data from any hardware, media or other material that is to be sold, leased or otherwise made available to Bell Canada or its designee upon the termination or expiration of this Agreement.

(c) At no time will any of the computer or other files or other materials or information containing Bell Canada User Data be stored or held in a form or manner not immediately accessible to Bell Canada through the Primary Contract Representative. The GTAA will provide to Bell Canada's Primary Contract Representative or such other Person or Persons as may be designated in writing by Bell Canada all such files and other materials promptly upon the request of Bell Canada, including Hardware and Software keys and such information as to format encryption (if any) and any other specification or information necessary for Bell Canada to retrieve, read, revise and/or maintain such files and information. Upon the request of Bell Canada's Primary Contract Representative, the GTAA will certify, to the best of its knowledge, information and belief, the completeness of all files and other information provided to Bell Canada and that no material element, amount or other fraction of such files or other information to which Bell Canada may request access or review has been deleted, withheld, disguised or encoded in a manner inconsistent with the purpose and intent of providing full and complete access to Bell Canada as contemplated by this Agreement.

14.2 Safeguarding Bell Canada User Data and the GTAA Facilities

(a) During the Term, the GTAA shall maintain "best practices" safeguards against the destruction, loss, disclosure or alteration of Bell Canada User Data in the possession or under the management of the GTAA or the destruction or alteration of any component of the GTAA Facilities, which safeguards shall be no less rigorous than the corporate security policies and standards of Bell Canada and the GTAA, copies of the current versions of which have been exchanged by the Parties, and any additional computer security policies and procedures contained in the Schedules. Such safeguards shall be continually updated, including through the implementation of state-of-the-art security software and other equipment in order to afford maximum protection to the GTAA Facilities and Bell Canada User Data in the possession or under the management of the GTAA in a commercially reasonable manner. Each of Bell Canada and the GTAA shall promptly provide to the other a copy of any changes made to these computer security policies and standards.

(b) Without limiting the generality of Section 14.2(a):

- (i) the GTAA personnel shall not attempt to access, or allow access to, any data, files or programmes within the GTAA Facilities to which they are not entitled under this Agreement. If such access is attained, the GTAA shall immediately report the incident to Bell Canada, describe in detail any accessed materials and the method of access and, upon request, provide to Bell Canada copies of any accessed materials; and
- (ii) the GTAA shall institute industry "best practices" system security measures to guard against the unauthorized access, alteration or destruction of Software and Bell Canada User Data in the possession or under the management of the GTAA. Such measures shall include the installation of Software which (A) requires all users to enter a user identification code and password prior to gaining access to the GTAA Facilities, (B) controls and tracks the addition and deletion of users, and (C) controls user access to areas and features of the GTAA Facilities.

(c) If any Bell Canada User Data in the possession or under the management of the GTAA is lost or damaged, the GTAA will use all commercially reasonable efforts to assist Bell Canada in replacing or regenerating such lost or damaged data without additional charge or expense to Bell Canada. Without limiting the generality of the foregoing sentence, if any such Bell Canada User Data is lost or damaged as a result of:

- (i) the non-compliance by the GTAA or its employees or other agents with the terms or conditions of this Agreement (including the obligation of the GTAA to maintain safeguards against the destruction, loss, disclosure or alteration of Bell Canada User Data in the possession or under the management of the GTAA in accordance with Section 14.2(a)), or
- (ii) the non-compliance by employees or other agents of the GTAA with such safeguards;

the GTAA shall assist Bell Canada in replacing or regenerating such lost or damaged data by providing any additional resources reasonably required by Bell Canada without additional charge or expense (e.g., employee overtime) and shall not require Bell Canada to pay for any increased resource usage resulting from the replacement or regeneration of such lost or damaged data.

14.3 Ongoing Security Responsibilities

As part of the Services, the GTAA shall be responsible for maintaining the GTAA Facilities in a manner which ensures the continuing integrity of the security software or functionality. This shall include the following activities:

- (i) maintaining the GTAA Facilities and the security-related software in respect of selected GTAA Facilities as specified in Schedule E;
- (ii) researching and responding to actual and threatened GTAA Facilities security problems;
- (iii) assuming authority for approving physical access to the GTAA Facilities and the CAN;
- (iv) maintaining adequate audit trails for all security-related functions and tasks in which the GTAA is involved; and
- (v) providing incident investigation support to Bell Canada.

ARTICLE 15 **TERMINATION**

15.1 GTAA Termination for Cause

The GTAA shall have the right to terminate this Agreement:

- (a) if Bell Canada has failed for any reason to make payment of Fees in accordance with Article 4 within thirty (30) calendar days of having received written notice of such payment default from the GTAA, except where such Fees have been reasonably disputed by Bell Canada;
- (b) if Bell Canada has failed for any reason to comply with any other material obligation under this Agreement within thirty (30) calendar days of having received written notice of such default from the GTAA;
- (c) if Bell Canada enters into liquidation, whether compulsorily or voluntarily, or a receiver is appointed for all or any part of its assets or if Bell Canada becomes bankrupt or insolvent or enters into any similar arrangement with its creditors or if Bell Canada takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due; or
- (d) for circumstances related to Applicable Laws as described in Section 23.3.

15.2 Bell Canada Termination for Cause

Bell Canada shall have the right to terminate this Agreement at any time:

- (a) if the GTAA enters into liquidation, whether compulsorily or voluntarily, or a receiver is appointed for all or any part of its assets or if the GTAA becomes bankrupt or insolvent or enters into any similar arrangement with its creditors or if the GTAA takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due;
- (b) if the GTAA fails to comply with its maintenance and service level obligations described in Schedule F (including the SLOs), provided that:
 - (i) such failures are chronic; and
 - (ii) either:
 - (A) such failures materially adversely affect the ability of Bell Canada to provide services to its End-Users; or
 - (B) such failures have resulted in Bell Canada expending substantial resources or funds to deal with such failures;
- (c) if the GTAA provides Bell Canada with a notice of an amendment or supplement to the GTAA Framework in accordance with Section 1.18, and such amendment or supplement causes Bell Canada's benefits or obligations under this Agreement to be materially adversely affected, and such effect is not offset by either a corresponding decrease in Fees or other consideration by the GTAA to Bell Canada; provided, however, that if such amendment to the GTAA Framework has been changed as a direct result of a change to Applicable Laws, then Bell Canada shall not be entitled to terminate this Agreement solely pursuant to this Section 15.2(c), but rather such matter shall be dealt with in accordance with Section 23.3. For greater certainty, in such event, this Agreement may only be terminated in accordance with Section 23.3;
- (d) if the GTAA fails to provide the Leased Premises to Bell Canada in a condition for Bell Canada's permitted use in accordance with the terms of the Lease;
- (e) if the GTAA has failed for any reason to comply with any of its material obligations under this Agreement within thirty (30) calendar days of having received written notice of such default from Bell Canada; or
- (f) for circumstances related to Applicable Laws as described in Section 23.3.

ARTICLE 16

OBLIGATIONS ON TERMINATION

16.1 General

Upon the expiration of the Term or upon termination of this Agreement in accordance with Section 3.2 or Article 15, Bell Canada shall:

- (i) within sixty (60) calendar days from the last day the GTAA provides Bell Canada with Services for the benefit of an End-User, Bell Canada shall, at its sole option, either:
 - (A) remove the Bell Canada Equipment and the Bell Canada Facilities in whole or in part and restore the affected parts of the Hub(s) to their original condition, normal wear and tear excepted; and/or
 - (B) transfer title to any of the Bell Canada Equipment or the Bell Canada Facilities not removed from the Hub(s) to the GTAA and take reasonable steps including, without limitation, execution of documentation necessary to evidence the transfer of ownership of the applicable Bell Canada Equipment to the GTAA; and
- (ii) pay all undisputed Fees owing to the GTAA up to the effective date of termination, which obligation shall survive the termination or expiration of this Agreement.

16.2 Termination Assistance

(a) Notwithstanding the foregoing, the GTAA acknowledges and agrees that Bell Canada's ability to provide telecommunications and related Services to End-Users requires that Bell Canada is provided with Access Rights to the Airport and Network Services as contemplated by this Agreement. In the event that this Agreement is terminated or where the Parties determine, in accordance with the requirements of Section 3.2 hereof, that this Agreement will not be extended or renewed beyond the expiration of the Initial Term or the Renewal Term, as applicable, the Agreement shall, notwithstanding its expiration or termination, continue in effect on the same terms and conditions contained herein where services being provided by Bell Canada to an End-User would be adversely affected by the termination or expiration of this Agreement and the services are being provided by Bell Canada pursuant to an obligation in existence at the time this Agreement expires or is terminated, but only until such time as Bell Canada no longer has any contractual obligations to provide services to an End-User (the "**Transition Period**"). For greater certainty, the GTAA shall continue to provide Termination Assistance to Bell Canada, including, but not limited to Access Rights and Network Services pursuant to Bell Canada's contractual obligations to End-Users, but in no event shall the GTAA be obligated to provide Termination Assistance to Bell Canada for the period extending beyond five (5) years from the expiration or effective date of termination of this Agreement for the purposes of this Section 16.2. Where Bell Canada is serving an End-User on a month-to-month basis or pursuant to a contract or agreement that does not have a fixed term, Bell Canada's contractual obligations to that End User shall be deemed to end at the earlier of either thirty (30)

calendar days following the date of delivery by either Party of a written notice of termination of the Agreement, or on the date of expiry of the Term of this Agreement, where the Agreement has not been renewed.

(b) During the Transition Period, Bell Canada will not renew or extend the term of any agreement to provide telecommunication services to an End-User at the Airport, or secure arrangements with other End-Users to provide services until such time that a new agreement has been entered into with the GTAA.

(c) Without limiting the foregoing, following the expiration or termination of this Agreement, the GTAA will continue to provide the Services to Bell Canada and/or the End-User and will provide any and all reasonable termination assistance requested by Bell Canada to allow:

- (i) the continued efficient delivery of telecommunication and other communication services by Bell Canada at the Airport without interruption or adverse effects; and
- (ii) the orderly, effective and efficient transfer of the Services from the GTAA to Bell Canada or its designee, as applicable;

(collectively referred to hereafter as "**Termination Assistance**").

(d) Any request by Bell Canada for Termination Assistance shall be provided to the GTAA:

- (i) within thirty (30) calendar days of delivery by either Party of a written notice of termination; or
- (ii) at least ninety (90) calendar days prior to the expiration date of the Term.

(e) Upon the delivery of a termination notice by either Bell Canada or the GTAA, Bell Canada, in close consultation with the GTAA, will develop a detailed plan for the continuation of the Services (the "**Final Transition Plan**") which shall include a reasonable description of Bell Canada circuit information as of the effective date of termination or expiration.

(f) Notwithstanding any other provision of this Agreement, the GTAA shall have the right to terminate the provision of Termination Assistance if, at any time during the provision of Termination Assistance:

- (i) Bell Canada has failed for any reason to make payment of Fees within thirty (30) calendar days of having received the notice of such payment default from the GTAA, except where such Fees have been reasonably disputed by Bell Canada;

- (ii) Bell Canada has failed for any reason to comply with any other material obligation under this Agreement within thirty (30) calendar days of having received written notice of such default from the GTAA; or
- (iii) Bell Canada enters into liquidation, whether compulsorily or voluntarily, or a receiver is appointed for all or any part of its assets or if Bell Canada becomes bankrupt or insolvent or enters into any similar arrangement with its creditors or if Bell Canada takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due;

and the GTAA shall not, following any such termination, have any further obligation to provide Termination Assistance, and Bell Canada shall assume all responsibility and liability for the discontinuation of the Services thereafter.

ARTICLE 17 **CONFIDENTIALITY**

17.1 Definition

"Confidential Information" means all documents, information, data and other materials of a Party or any of its Affiliates (the "**Disclosing Party**") which both:

- (a) have been or may hereafter be disclosed, directly or indirectly, to another Party or any of its Affiliates (the "**Receiving Party**") either orally, in writing or in any other form pursuant to or in conjunction with this Agreement, and
- (b) have been identified by the Disclosing Party to the Receiving Party as confidential or are of a nature that would reasonably be considered confidential, including Bell Canada User Data, trade secrets, technical information, software, financial information, business information (including business plans, strategies and practices), ideas and know-how, and information relating to customers and prospective customers of the Disclosing Party; provided, however, that Confidential Information shall not include information that:
 - (i) is independently developed by the Receiving Party without use of the Confidential Information of a Disclosing Party,
 - (ii) becomes part of the public domain (other than through unauthorized disclosure by the Receiving Party),
 - (iii) was in the possession of the Receiving Party prior to its disclosure to the Receiving Party by or on behalf of the Disclosing Party, provided that such disclosure was not in contravention of this Agreement or any other agreement to which the Receiving Party is or was bound and was not made by any other Person in contravention of an obligation of confidentiality to the Disclosing Party or any other Person that is known or reasonably ought to be known by the Receiving Party, or

- (iv) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party, provided that such disclosure was not in contravention of this Agreement or any other agreement to which the Receiving Party is or was bound and was not made by any other Person in contravention of an obligation of confidentiality to the Disclosing Party or any other Party that is known or reasonably ought to have been known by the Receiving Party.

17.2 Restrictions

(a) Subject to Applicable Laws, neither Party shall disclose to any third party Confidential Information or the existence or contents of this Agreement without prior written consent of the other Party. The GTAA and Bell Canada each recognize that the unauthorized disclosure of information provided pursuant to this Agreement, including Confidential Information, could result in competitive harm to the Disclosing Party. The Parties therefore agree that Confidential Information provided by Bell Canada to the GTAA including, but not limited to the Bell Canada Equipment, the Bell Canada Facilities, Bell Canada's financial or other operations including all its telecommunications business, its End-Users and Bell Canada User Data will be protected by the GTAA pursuant to the Agreement and that any Confidential Information including but not limited to the Airport, tenants or other occupants of the Airport provided by the GTAA to Bell Canada pursuant to this Agreement will be used by Bell Canada or the GTAA, as applicable, solely for the purposes of this Agreement. Without restricting the generality of the foregoing, the GTAA shall use its best commercial efforts to not disclose Confidential Information or any information received pursuant to this Agreement to any competitor of Bell Canada and shall not make use of Confidential Information or any information under this Agreement for any competitive purposes whatsoever. This Article 17 shall survive the termination or expiration of this Agreement.

(b) Notwithstanding the foregoing, either Party may disclose Confidential Information without the consent of the other Party, to the extent such disclosure is required by law, regulation or government or court order. In such event, the Disclosing Party shall, to the extent possible in the circumstances, provide at least seven (7) calendar days' prior notice of such proposed Disclosure to the other Party, and such Disclosing Party shall: (a) consider and decide, in its sole discretion, whether to make any edits to portions of this Agreement as recommended by the other Party, to the fullest extent permitted under applicable laws and regulations, and (b) request such governing body to treat such portions and other provisions of this Agreement as confidential or otherwise be held in the strictest confidence, to the fullest extent permitted under the laws or regulations of the applicable governing body.

17.3 Assistance

Each Party shall notify the other Party if it becomes aware of or has reasonable grounds to suspect that the unauthorized disclosure of Confidential Information of the other Party has occurred or is likely to occur. (For greater certainty, the Parties agree that such a suspicion will arise if a Party has lost or is unable to account for the Confidential Information of the other Party previously provided to it.) At the request of the Party which owns such Confidential Information, the remaining Party will use all commercially reasonable efforts to

assist in the identification of any use, copying or disclosure of any Confidential Information by any present or former agent of the Party in any manner contrary to the provisions of this Agreement, provided that sufficient information has been provided to reasonably justify the conclusion that such contrary usage may have occurred or be in the process of occurring.

17.4 Injunction

Notwithstanding Article 20, each Party acknowledges and agrees with the other that any use or disclosure of Confidential Information of one Party by the other in a manner inconsistent with the provisions of this Agreement may cause the owner of the disclosed Confidential Information irreparable harm which will not be compensable by monetary damages alone and, accordingly, such owner will, in addition to other available legal or equitable remedies, be entitled to seek an immediate injunction or other affirmative relief restraining the breaching Party from committing or continuing to commit a breach without such constituting an election of remedies. A Party may avail itself of injunctive relief in addition and without prejudice to any other remedies available to it.

17.5 Non-Disclosure Agreement

The Parties shall ensure that all of its agents and/or employees who have access to Confidential Information sign or have signed an agreement containing confidentiality obligations substantially similar to the confidentiality obligations set out in this Agreement.

17.6 Non-Proprietary Information

Any combination of the trade secrets or information that form part of the Confidential Information shall not be deemed to be non-proprietary information merely because individual parts of such Confidential Information were within the public domain or within the prior possession of the Receiving Party or its Affiliates or were so received by the Receiving Party or its Affiliates unless the combination itself was in the public domain, in the prior possession of the Receiving Party or its Affiliates or was so received by the Receiving Party or its Affiliates.

ARTICLE 18 **VERIFICATION RIGHTS**

18.1 Records

The GTAA shall at all times during the Term maintain, and retain, records with respect to the Services provided under this Agreement.

18.2 Physical Verification of Facilities

(a) Once each calendar year Bell Canada shall have the right to request a physical inventory of the interconnection points between the Bell Canada Facilities and the GTAA Facilities and the Services used by Bell Canada. The physical inventory will be conducted by a Bell Canada representative escorted by a GTAA representative and will be performed for the purpose of reconciling the GTAA's invoices with the Services provided by GTAA.

(b) All costs and expenses incurred by the Parties in connection with such physical inventories will be for Bell Canada's account, provided however, that if a physical inventory reveals that the Fees charged by the GTAA in respect of the Services were materially greater than the Fees the GTAA ought to have properly charged to Bell Canada, the costs and expenses of the physical inventory shall be borne by the GTAA.

18.3 Discrepancies

Except as provided in Section 4.1(e), if any review reveals that the GTAA's invoices for the review period are not correct for such period, the GTAA shall promptly reimburse Bell Canada for the amount of any overcharges or Bell Canada shall promptly pay the GTAA for the amount of any undercharges. Interest on overcharges shall be levied at the Prime Rate plus 4% per annum calculated daily from the date the GTAA received the overcharged amount until the date of reimbursement to Bell Canada. No interest shall be levied on undercharges.

18.4 Notice

For the purposes of this Article 18, the GTAA may require that Bell Canada provide the GTAA with not less than fourteen (14) calendar days' prior written notice of any review of the Services, except in the case of an emergency, in which case Bell Canada shall provide as much notice as the circumstances may permit.

ARTICLE 19 **USE OF TRADENAME AND TRADEMARKS**

19.1 General

Unless otherwise agreed to by the Parties in writing, the Parties agree not to use the name, service marks, trade names or trademarks of the other Party or its Affiliates without the other Party's prior written consent, which consent may be unreasonably withheld or delayed.

ARTICLE 20 **PERSONNEL MATTERS/NON-SOLICITATION**

20.1 General

During the Term and for a period of twelve (12) months thereafter, neither Party nor its Affiliates shall solicit the services of any employee of the other Party or its Affiliate involved in the management or implementation of this Agreement without the prior written consent of the other Party, which consent may be unreasonably withheld. For greater certainty, a Party ("**New Employer**") shall not be in breach of this obligation if an employee of the other Party ("**Current Employer**") (or that of its Affiliate) seeks employment with the New Employer of its Affiliate as a result of a response to a general solicitation (newspaper, trade journal or other advertisement or job fair) made by the New Employer or any of its Affiliates.

ARTICLE 21

ISSUE RESOLUTION PROCESS AND DISPUTES

21.1 Issue Resolution Process and Disputes

(a) During the Term, disagreements, disputes, issues, controversies or claims may arise between the Parties concerning any matter under this Agreement, or with respect to the interpretation of any provision of this Agreement, which may include:

- (i) any amounts due hereunder or the performance of the Parties hereunder (including disputes arising with respect to pricing and payment or the occurrence of a default);
- (ii) service assurance as described in Schedule F which has an operational support escalation process to handle trouble reports;
- (iii) Services to be delivered under Schedule F or new services and new GTAA Services which are evaluated and tested as described in Schedule H;
- (iv) development, relocation and facilities forecasts as described in Section 22.1;
- (v) ordering, billing, and payment interactions; and
- (vi) updates to the GTAA Framework which cannot be resolved by the planning and operational personnel of the Parties;

(each an "**Issue**"). To minimize the expense to and impact on each Party of formally resolving such Issues, this Section 21.1 sets out the manner in which all Issues, except as otherwise provided in this Agreement or as otherwise mutually agreed by the Parties, shall be resolved (the "**Issue Resolution Process**").

(b) Either Party (the "**Initiating Party**") may invoke the mandatory Issue Resolution Process by sending a written notice to the other Party (the "**Responding Party**") describing the nature of the Issue and designating a representative of the Initiating Party with appropriate authority to be its representative in negotiations relating to the Issue. The Responding Party shall, within five (5) Business Days of the receipt of such notice, send a written notice to the Initiating Party, designating a representative of the Responding Party with appropriate authority to be its representative in negotiations relating to the Issue.

(c) Within five (5) Business Days of the receipt by the Initiating Party of the written notice of the Responding Party, the representatives of each Party shall enter into good faith negotiations with a view to resolving the Issue. If the Issue is not resolved within ten (10) Business Days of the commencement of such negotiations, or such longer period as may be agreed upon, either Party may, by written notice to the other Party, require that the Issue be escalated to each Party's senior representative responsible for the business relationship of the Parties under this Agreement (the "**First Notice of Escalation**").

(d) Within five (5) Business Days of receipt of the First Notice of Escalation, such senior representatives of each Party shall enter into good faith negotiations with a view to resolving the Issue. If the Issue is not resolved within ten (10) Business Days of the commencement of such negotiations, or such longer period as may be agreed upon, either Party may, by written notice to the other Party, require that the Issue be escalated to each Party's most senior officer responsible for the business relationship of the Parties under this Agreement (the "**Second Notice of Escalation**").

(e) Within five (5) Business Days of receipt of the Second Notice of Escalation, such senior officer of each Party shall enter into good faith negotiations with a view to resolving the Issue. If the Issue is not resolved within ten (10) Business Days of the commencement of such negotiations, or such longer period as may be agreed upon, the Issue shall become a "**Dispute**".

(f) In the event of a Dispute, if agreed to by both the Parties, such Parties may attend and participate in a mediation session to resolve the Dispute. The mediator shall be an independent Person nominated by either Party and acceptable to the other Party, acting reasonably, with knowledge and experience in the particular matter under dispute, and/or professional qualifications or experience in alternative dispute resolution. The Parties shall thereafter participate in mediation with the mediator through such process as the mediator, in consultation with the Parties, may determine.

(g) The Parties may pursue any other remedy available to such Parties in order to resolve any Dispute. For greater certainty, the mediation provisions set forth in Section 21.1(f) are not mandatory.

(h) During the Issue Resolution Process and for so long as any Dispute is outstanding, the Parties shall continue to perform their obligations pursuant to this Agreement, including the obligation of the GTAA to provide Access Rights and Network Services, and the obligation of Bell Canada to pay undisputed Fees.

21.2 Matters Excluded from Mandatory Issue Resolution Process

Notwithstanding any provisions contained herein to the contrary, the Parties agree that the foregoing mandatory Issue Resolution Process shall not apply in circumstances where:

- (a) the claimant is seeking a temporary restraining order or other immediate injunctive relief; or
- (b) the Issue is caused by or related to a third party bringing a claim against a Party, in which event the Issue Resolution Process shall only apply with the consent of such third party.

ARTICLE 22
QUARTERLY MEETINGS AND CHANGE MANAGEMENT

22.1 **Quarterly Meetings**

(a) On a quarterly basis, Bell Canada and the GTAA shall meet to inform, discuss and plan various matters of relevance to both Parties relating to future network and facilities provisioning relating to the subject matter of this Agreement (each a "**Quarterly Meeting**"). Planning personnel from both Parties shall attend the Quarterly Meetings. Specific topics to be considered at such meetings include:

- (i) Airport development plans;
- (ii) Bell Canada facilities relocation requirements;
- (iii) Bell Canada forecasts of demand;
- (iv) current utilization of previous forecasts; and
- (v) current capacity utilization and current GTAA Facilities utilization.

(b) The Parties agree to make a reasonable effort to resolve issues and differences that may arise at the Quarterly Meetings in a timely manner. Unresolved matters shall be dealt with in accordance with the provisions of Section 21.1.

22.2 **Change Management**

The Parties anticipate that the Services and other requirements under this Agreement will evolve and change during the Term as a result of changes in the regulatory environment, applicable technology and End-User demands. Such changes may be identified during the Quarterly Meetings or be discussed between the Parties from time to time. To the extent that both Parties agree to such changes (including, if applicable, any change to the Fees), then the Parties shall work together in good faith to update such Schedules as are required to be amended in order to properly document such change. Once such changes have been agreed to by both of the Parties in writing, such amended or amended and restated Schedules shall be deemed to form a part of this Agreement.

ARTICLE 23
GENERAL

23.1 **Force Majeure**

Subject to Section 23.3 and without limiting or restricting the applicability of the law governing frustration of contracts, in the event either Party fails to fulfill 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

Except with respect to the delivery of invoices pursuant to Section 4.2 (which invoices shall be delivered in accordance with any written instructions provided by Bell Canada to the GTAA), any notice or other communications to the Parties shall be sent to the following addresses:

Attention: Regional Manager – Building Access
Telephone:
Facsimile:
E-mail:

Tor #: 1274482.6

receipt, if applicable) if sent by mail, unless there are reasonable grounds for believing that the recipient of the notice or other communication did not receive it at that time or at all.

23.3 Applicable Laws

Notwithstanding Section 1.15 (Severability) and Section 23.1 (Force Majeure), the Parties hereto acknowledge and agree that each of their respective operations is subject to compliance with all Applicable Laws. In the event an Applicable Law is enacted which, in either Party's reasonable opinion, adversely affects a Party's own ability to comply with the terms of this Agreement, the Party holding such opinion shall notify the other Party in writing and provide the other Party with a copy of the Applicable Law at any time, but in any event, no later than ten (10) calendar days from the first day the Applicable Law becomes effective ("**Notice of Opinion**"). Thereafter, the Parties agree to renegotiate the terms of this Agreement in good faith to the reasonable satisfaction of the Parties. If, within ninety (90) calendar days of the delivery of the Notice of Opinion (the "**Negotiation Period**"), the Parties, acting commercially reasonably, are unable to reach agreement on amendments to the Agreement that would in their commercially reasonable opinion satisfy the terms of the Applicable Law and their respective business objectives, then either Party may terminate this Agreement by providing the other Party with written notice of its intention to terminate no later than ten (10) calendar days after the expiry of the Negotiation Period. For the purposes of this Section 23.3, any notice of termination delivered under this Section 23.3 shall become effective no earlier than one hundred and fifty (150) calendar days following the enactment of the Applicable Law.

23.4 Assignment

This Agreement may be assigned by either Party without the consent of the other Party, provided that:

- (i) timely written notice of any such assignment (including the name of the assignee and relevant contact information) is provided in advance of the assignment; and
- (ii) such assignment shall not relieve either Party of its obligations under this Agreement.

23.5 Relationship of the Parties

Bell Canada acknowledges and agrees that nothing in this Agreement shall be construed or interpreted as granting to Bell Canada any exclusive rights or privileges at the Airport to the exclusion of any other third parties. Further, nothing contained in this Agreement shall be deemed or construed by the Parties hereto, or by any third party, to create the relationship of partnership or joint venture between the Parties, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the Parties hereto other than the relationship of independent Parties contracting for services. Except as is otherwise expressly provided for herein, the Parties do not intend, nor will any provision of this Agreement be interpreted to create for any third party any obligations to or benefit from the Parties.

23.6 Most Favoured Customer

(a) The GTAA acknowledges and agrees that it shall: (1) use an agreement substantially in the form of this Telecommunication Access and Network Services Agreement as the GTAA standard template agreement for any third party wishing to provide wireline telecommunications or other communication services to End Users at the Airport via the Hub(s) as contemplated under this Agreement (each being an "**Other TANSa Party**"), such that any such Other TANSa Party would have substantially the same rights and obligations as if it were in the position of Bell Canada; and (2) not directly or indirectly offer or provide any Other TANSa Party with Services or any other services that are substantially similar to those set out herein pursuant to either: (i) a new contract, or (ii) a renewal of an existing contract, on terms and conditions which are more favourable to the Other TANSa Party than those contained herein.

(b) Where the GTAA provides any Other TANSa Party with more favourable terms and conditions pertaining to the Services herein, then within thirty (30) calendar days of such offer or provision of such comparable services to such Other TANSa Party, Bell Canada shall have the right to avail itself of, and the GTAA would provide the Services to Bell Canada in accordance with the better Fees, terms and conditions.

(c) Upon written request by Bell Canada, an officer of the GTAA shall certify in writing (not more frequently than twice in any year) that the GTAA and/or its affiliates are in compliance with this Section 23.6, and not providing the Services to any third party according to better Fees, terms and conditions as would entitle Bell Canada to an adjustment in accordance with Section 23.6(b) above.

(d) In the event that the GTAA is obligated under Section 23.6(b) above to offer Services to Bell Canada on the pricing and terms and conditions applicable to a third party, then in addition to any other rights or remedies that Bell Canada may have under this Agreement or under Applicable Laws, the Fees and terms and conditions under this Agreement shall be adjusted such that they are equal to the Fees and terms and conditions applicable to such Other TANSAs Party (i) on a going-forward basis for all purchases under this Agreement subsequent to the date such GTAA offer became effective, and (ii) retroactively to all purchases under this Agreement made on or after the date such Fees and terms and conditions first became effective with respect to such Other TANSAs Party. The resulting adjustment in prices shall be provided to Bell Canada at Bell Canada's option, as either a credit for future purchases or in the form of a lump-sum payment.

23.7 Execution of Agreement

This Agreement may be executed by fax and in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have executed this Agreement.

**GREATER TORONTO AIRPORTS
AUTHORITY**

by _____
Name:
Title: Vice President, I&IT

BELL CANADA

by _____
Name:
Title: President, Network
Operations

SCHEDULE A

DEFINITIONS

In this Agreement the following definitions shall apply:

"**Access Rights**" means those rights granted by the GTAA to Bell Canada as more particularly described in Section 2.1(a).

"**Adjustment Notice**" has the meaning ascribed to it in Section 4.1(b)(i).

"**Affiliate**" has the meaning given to such term in the *Canada Business Corporations Act* and also includes, in respect of any Party, a general or limited partnership, the partners of which shall not include any Person other than such Party and/or Affiliates of such Party.

"**Agreement**" or "**TANSA**" means this Telecommunications and Network Services Agreement and its Schedules, Appendices, and Attachments, as may be amended from time to time in accordance with the terms herein.

"**Airport**" means all land and improvements within the geographical boundaries of Toronto Lester B. Pearson International Airport (as the same may from time to time be altered, diminished, reconstructed or expanded).

"**Airport Construction Code**" means the GTAA Airport Construction Code 1997, Revised Edition – April, 2002 governing tenants and employees at the Airport and their consultants and contractors in their planning and construction at the Airport, as duly adopted and amended from time to time.

"**Airport Development Program**" has the meaning ascribed to it in the recitals to this Agreement.

"**Applicable Laws**" means all present and future laws, statutes, regulations, judgments, orders and decrees applicable to the Parties or the transactions contemplated herein and having the force of law. Without limiting the generality of the foregoing, Applicable Laws shall include any applicable orders, decisions and rulings of the CRTC and its successors as they exist or are created from time to time or any other regulatory body having jurisdiction.

"**Bell Canada Equipment**" means Bell Canada's owned and controlled telecommunications equipment brought onto the Airport and installed at the Hub or other locations as more particularly described in Schedule G.

"**Bell Canada Existing Network Facilities**" means Bell Canada's owned and controlled copper and fibre and coaxial network facilities including any associated equipment as more particularly described in Schedule G.

"**Bell Canada Facilities**" means Bell Canada's owned and controlled network facilities installed at the Hub or such other locations as more particularly described in Schedule G.

"Bell Canada Property" means the Bell Canada Facilities, the Bell Canada Existing Network Facilities, the Bell Canada Equipment and other facilities, equipment or property owned by Bell Canada which may be located in the Hub(s) or at the premise of any End-User.

"Bell Canada User Data" means:

- (a) information in any form about an End-User that Bell Canada receives from an End-User or information concerning the nature and/or usage of products and/or services that the End-User receives from Bell Canada; and
- (b) intelligence emitted, transmitted or received by an End-User using Bell Canada Facilities and Equipment;

and which Bell Canada is under obligation to treat, or would be expected to treat as confidential information as part of providing telecommunication services and to which the GTAA or its agents may obtain access as a result of any dealing between Bell Canada and the GTAA or their respective agents under this Agreement. For greater certainty, Bell Canada User Data shall not include information which is publicly available or part of the public domain or information the GTAA or its agents obtain from other sources (including the End User) or in other circumstances that do not involve the breach of any obligation of the GTAA or its agents to Bell Canada or the End-User under this Agreement.

"Buildings" means any structure used or intended for supporting or sheltering any use or occupancy at the Airport, including any fixture or improvement therein.

"Business Day" a day that is not Saturday, Sunday, or a statutory holiday in the Province of Ontario or is otherwise observed as a holiday by the GTAA (including Easter Monday and Remembrance Day).

"Campus Area Network" or "CAN" means the GTAA's owned, designed and controlled telecommunication infrastructure at the Airport as described in Schedule E.

"Claims" means any claim, suit, demand, cause of action, damage, loss, costs, liability or expense, including reasonable professional and legal fees, and all costs incurred in investigating or pursuing any of the foregoing or any investigation or proceeding relating to any of the foregoing.

"Confidential Information" has the meaning ascribed to it in Article 17.

"Cross Connect" means the connection of one wire fibre, or cable under the management and control, or ownership of one telecommunications service provider to a wire fibre or cable under the management and control or ownership of another telecommunications service provider or any other Party that manages, controls or owns the wire fibre and cable.

"CRTC" means the Canadian Radio-Television and Telecommunications Commission.

"Current Employer" has the meaning ascribed to it in Section 20.1.

"Customer Premises Equipment" means equipment owned by Bell Canada and/or an End-User located wholly within the premises of an End-User at the Airport and that is used exclusively by the End-User or its agent for the sole purpose of obtaining telecommunications or other communications services from Bell Canada.

"Disclosing Party" has the meaning ascribed to it in Section 17.1.

"Dispute" has the meaning ascribed to it in Section 21.1(e).

"DPEP" means the Disaster Plan and Emergency Procedures manual adopted and promulgated by the GTAA, as duly adopted and amended from time to time.

"EECP" means the Environmental Emergency Contingencies Plan, as duly adopted and amended from time to time.

"Effective Date" means December 1, 2003 or such other earlier or later date as may be agreed by the Parties in writing.

"End-User" means a tenant, occupant, leasee other telecommunications carrier or any other Person who consumes telecommunication or other communication services at the Airport but for the purposes of this Agreement, shall exclude the GTAA and its agents.

"Fees" has the meaning ascribed to it in Section 4.1(a).

"Final Transition Plan" has the meaning ascribed to it in Section 16.2(e).

"First Notice of Escalation" has the meaning ascribed to it in Section 21.1(c).

"Ground Lease" has the meaning ascribed to it in the recitals to this Agreement.

"GTAA Facilities" means the copper and fibre telecommunications infrastructure, owned (legally or beneficially) or leased by the GTAA and controlled by the GTAA, connecting the Hub(s) to terminal buildings and other locations at the Airport which term includes the Campus Area Network, as described in Schedule E.

"GTAA Framework" means, collectively, the GTAA Rules and Regulations, the Airport Construction Code, the DPEP and the EECP, as the same may be reasonably adopted and promulgated by the GTAA for the Airport from time to time.

"GTAA Rules and Regulations" or **"Rules and Regulations"** means the GTAA Rules and Regulations dated March 1, 1997 governing the general conduct and activities of the public, tenants, employees and commercial users of the Airport, as duly adopted and amended from time to time.

"**Hub(s)**" mean(s) the physical locations owned, operated and/or controlled by the GTAA at the Airport as described in Schedule D where Bell Canada is authorized to locate their Equipment and Cross Connect the Bell Canada Facilities to the GTAA Facilities.

"**Initiating Party**" has the meaning ascribed to it in Section 21.1(b).

"**Issue**" has the meaning ascribed to it in Section 21.1(a).

"**Issue Resolution Process**" has the meaning ascribed to it in Section 21.1(a).

"**Lease**" means the hub lease executed between the GTAA and Bell Canada in the form set forth in Schedule D.

"**Leased Premises**" has the meaning ascribed thereto in the Lease.

"**Network Services**" means those telecommunication services provided by the GTAA to Bell Canada as more particularly described in Schedule F.

"**New Employer**" has the meaning ascribed to it in Section 20.1.

"**Other TANSAs Party**" has the meaning ascribed to it in Section 23.6(a).

"**Parties**" means, collectively, Bell Canada and the GTAA and their permitted successors and assigns.

"**Person**" includes an individual, a partnership, a limited partnership, a joint venture, a syndicate, a sole proprietorship, a company or corporation with or without share capital, an unincorporated association, a trust, a trustee, an executor, and administrator or other legal personal representative, a regulatory body or agency, a government or governmental agency, an authority or entity however designated or constituted, and every other legal or business entity whatsoever.

"**Prime Rate**" means the annual rate of interest announced from time to time by Bell Canada's bank (which shall be a Canadian chartered bank listed in schedule 1 to the *Bank Act* (Canada) designated by Bell Canada from time to time) as the daily rate of interest used by such bank as a reference rate in setting rates of interest for commercial loans of Canadian dollars and commonly referred to by such bank as its Canadian "Prime Rate".

"**Quarterly Meeting**" has the meaning ascribed to it in Section 22.1(a).

"**Receiving Party**" has the meaning ascribed to it in Section 17.1(a).

"**Responding Party**" has the meaning ascribed to it in Section 21.1(b).

"**Second Notice of Escalation**" has the meaning ascribed to it in Section 21.1(d).

"**Services**" means the Access Rights and Network Services provided by the GTAA to Bell Canada under this Agreement, and also includes the obligations of the GTAA under the Lease.

"**SLO**" has the meaning ascribed to it in Schedule F.

"**SPDP**" or "**Service Provider Demarcation Point**" means the location where the wires and facilities on one side of a point are under the responsibility of Bell Canada and the wires and facilities on the other side of the point are under the responsibility of another Person or entity.

"**Term**" means collectively, the Initial Term, any Renewal Terms and the Transition Period.

"**Terminal**" or "**Terminal Buildings**" means all Buildings and structures located within the Airport and open to the public for the purpose of flight ticket purchase, public lobby waiting, baggage check-in, the loading and unloading of commercial passengers to and from aircraft and those other services related to commercial air travel by the public.

"**Termination Assistance**" has the meaning as ascribed to it in Section 16.2(c).

"**Transition Period**" means that period of time after the termination or expiration of this Agreement as further described in Section 16.2(a).

SCHEDULE B

TO THE

TELECOMMUNICATIONS ACCESS AND NETWORK

SERVICES AGREEMENT

FEES

ARTICLE 1 Fee Principles

1.1 Economic Viability Principles

The Fees must be fair and reasonable to both the GTAA and Bell Canada. Bell Canada's use of the GTAA Facilities to extend and complete the services Bell Canada delivers to its End-Users must be economically viable for both Parties.

1.2 Pricing Benchmarks for Facilities and Access Services

The Fees have been negotiated with Bell Canada based on achieving a balanced relationship to the following three benchmarks. These benchmarks shall be applied in the event that the Parties need to agree on new Fees for new Services. In addition, upon renewal, these benchmarks would be applied based on the then-prevailing Bell Canada Regulated Tariff Benchmark, Provisioning Framework and GTAA Costs, including GTAA's unrecovered capital and other costs to manage and maintain the GTAA Facilities and any other such factors as the Parties may agree upon at the time in order to establish the new Fees.

(a) Bell Canada's Provisioning Framework

Bell Canada does not have facilities it requires to provide service to Buildings at the Airport identified in Schedule J and is obligated to obtain these facilities from the GTAA. Bell Canada's provisioning framework is an appropriate reference because the unitized costs for Bell Canada to provide service in this instance are reflected in Bell Canada's rates for such services. The "reference plan" or "default" scenario of its provisioning costs would be used if the GTAA did not have the Hubs and the other GTAA Facilities in place, and Bell Canada provided services to its End-Users in such locations using its own facilities.

(b) The GTAA's Costs

The GTAA wishes to recover the costs of developing and maintaining the CAN and other GTAA Facilities. In doing so, however, it is recognized that Bell Canada's use of the GTAA Facilities is shared with other users at the Airport. Fees charged to Bell Canada to use the GTAA Facilities reflect only the portion of the GTAA's costs for the GTAA Facilities associated with Bell Canada's use of such facilities. GTAA's cost shall include its rent to the federal government, payments in lieu of taxes, duct bank costs, cable costs and management costs.

(c) Bell Canada Regulated Tariff Benchmarks

The costs to Bell Canada of using the GTAA Facilities must bear a reasonable relationship to the overall costs of the GTAA providing the Service as well as to the price charged by Bell Canada to its End-Users for the service delivered by Bell Canada. Bell Canada, as the incumbent local exchange carrier, uses the wholesale leased loop and Competitive Digital Network Access rates as the relevant tariff benchmarks for use of the GTAA Facilities. These are CRTC-approved rates under which Bell Canada – as the incumbent carrier – provides services to other carriers. These tariff rates are cost-based (using Bell Canada's forward looking costs plus a mandated markup) services for providing access to other carriers. The wholesale rates also exclude costs (e.g. marketing, billing development) that are included in the retail tariffs. While the retail tariff rates have higher margins they include considerably more costs than the wholesale services.

ARTICLE 2 Fees

2.1 Facility Charges

The rates established for use of the GTAA facilities are based on 30% of the access portion of the applicable Bell Canada tariff rate. This percentage reflects the portion of the access facilities provided by the GTAA at the Airport based on the average loop distance from Bell Canada's central office (for the relevant rate band) to the End-User's location compared to the distance from the Hubs across the property to the terminal or other Building and within the Building to the End-User location, including In-Building Wire.

In addition, a provision has been made in the rates (where indicated) to reflect the initial provisioning and ongoing maintenance activity performed by the GTAA on the GTAA Facilities. This provision is included in the monthly rate and reflects approximately 10% of the applicable Bell Canada Service Charge for new services installation, recovered over a 3 year service period (i.e., 1/36th per month).

GTAA Facilities	Rate
Copper Loop	\$4.00/month (1)
Fibre	\$155/month (2,3)
DS-1	\$25/month (1)
DS-3	\$100/month (1)
OC-3	\$265/month (1)

(1) Includes installation and maintenance.

- (2) Provided by exception and subject to conditions in Schedule H.
- (3) Excludes installation and maintenance to be separately charged.

2.2 Location Service Fees

Location Services	Rate	Comment
Space in Hubs	See Lease	Schedule D
Electricity	See Lease	Schedule D
Duct Occupancy	\$0.706/m/month	\$8.48/m/yr

Duct Occupancy Fees apply to use of the GTAA-owned ducts. The Fees do not apply (i) for those ducts used to reach and terminate Bell Canada facilities at the Hubs from outside the Airport; (ii) ducts used to serve Nav Canada, and (iii) ducts used to serve the GTAA as an End-User of Bell Canada.

2.3 Other Charges

The GTAA may, from time to time, on a cost recovery basis, charge Fees for additional services to Bell Canada. These additional services may include:

cancellation and restocking fees, under circumstances as described in Schedule F, Part A. In such instances, the GTAA shall be entitled to compensation not to exceed one hour of labour at the Bell Canada labour rate for plant technicians (General Tariff Item 675, section 6) plus one month of the Fee for the applicable GTAA Facility. Such charges shall be waived in the event of an upgrade to a higher speed GTAA Facility. Cancellation fees associated with Projects, as defined in Schedule F, Part A and restocking fees, if applicable, shall be documented and based on compensation for the GTAA's out-of-pocket expenses for labour and purchase of equipment, net of money received for returns;

approval of plans to install Bell Canada Facilities at the Airport;

reasonable safety and security measures in accordance with the GTAA practices, as set forth in the GTAA Framework; or

special arrangements not contemplated herein and requested in writing by Bell Canada and agreed to by the GTAA.

SCHEDULE C

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

“ABRIDGED”

**CONNECTION AND DISCONNECTION PROCEDURES TO
THE GTAA FACILITIES**

SCHEDULE D
FORM OF LEASE

NO. YZ 3341

GREATER TORONTO AIRPORTS AUTHORITY

- and -

BELL CANADA

TABLE OF CONTENTS

1. INTERPRETATION

1.1	Definitions.....	1
-----	------------------	---

2. GRANT AND LEASE TERM

2.1	Leased Premises.....	6
2.2	Lease Co-Terminus with the TANSA.....	6
2.3	Surrender of Leased Premises.....	6
2.4	Overholding	7

3. RENT AND SECURITY DEPOSIT

3.1	Payment of Basic Rent.....	8
3.2	Additional Rent.....	8
3.3	Payment of Rent.....	8

4. USE OF LEASED PREMISES

4.1	Use	9
-----	-----------	---

5. BELL CANADA'S CONDUCT OF BUSINESS ON THE LEASED PREMISES

5.1	General Covenants	9
5.2	Advertising and Displays.....	10
5.3	Licences, Permits, Etc.....	11
5.4	Compliance with Laws, Etc.	11
5.5	Delivery and Shipping	11
5.6	Removal and Restoration by Bell Canada	12

6. THE LEASED PREMISES, SERVICES AND IMPROVEMENTS

6.1	Condition of Leased Premises	12
6.2	Access	12
6.3	Services and Utilities	13
6.4	Temporary Suspension of Services.....	14
6.5	GTAA's Approval of Bell Canada's Alterations.....	14
6.6	Cleaning and Maintenance.....	17
6.7	Garbage and Refuse Disposal	17
6.8	Drainage System	17
6.9	Reasonable Use.....	18
6.10	Furniture, Trade Fixtures, Equipment and Personnel	18
6.11	Dangerous Goods.....	18
6.12	Fire Prevention.....	18
6.13	Alterations by GTAA.....	18
6.14	Discharge of Liens	19
6.15	Operation of Common Areas	19
6.16	Services	20

6.17	Relocation of Leased Premises	20
6.18	GTAA's Covenants	20

7. ENVIRONMENTAL MATTERS

7.1	Compliance with Environmental Laws.....	21
7.2	Inquiries by GTAA	22
7.3	Bell Canada to Perform.....	22
7.4	GTAA May Perform	23
7.5	Ownership of Substances.....	23
7.6	Recycling	23

8. ASSIGNMENT AND SUBLETTING

8.1	Assignment of Bell Canada's Rights.....	24
8.2	Assignment by the GTAA and Subordination.....	24
8.3	Status Statement.....	25

9. LIABILITY AND INDEMNITY

10. INSURANCE

11. DAMAGE AND DESTRUCTION

12. GENERAL

12.1	Successors	26
12.2	Provisions Separately Valid.....	26
12.3	No Implied Obligations.....	26
12.4	Registration	26

13. NOTICES

13.1	Notices	27
------	---------------	----

14. GROSS LEASE

14.1	Gross Lease	27
------	-------------------	----

15. GROUND LEASE COVENANTS

15.1	Acknowledgements.....	27
15.2	Ground Lease Covenants	28
15.3	GTAA's Default Under Ground Lease.....	28
15.4	Appointment of Attorney	28

THIS LEASE is executed this 1st day of December, 2003, and is effective as of the Commencement Date.

B E T W E E N:

**GREATER TORONTO AIRPORTS
AUTHORITY,**

(the "GTAA")

OF THE FIRST PART

- and -

BELL CANADA,

("Bell Canada")

OF THE SECOND PART.

WHEREAS on the date hereof, the GTAA and Bell Canada have executed a telecommunications access and network services agreement (the "TANSA");

AND WHEREAS, under the terms and conditions of the TANSA, the GTAA and Bell Canada are obligated to enter into an agreement substantially on the terms and conditions of this Lease;

AND WHEREAS, in order to fully interpret the obligations of the GTAA and Bell Canada under this Lease, this Lease shall be interpreted in conjunction with, and subject to the terms and conditions of, the TANSA;

NOW THEREFORE, in consideration of the rents, covenants, provisos and conditions hereinafter reserved and contained, it is hereby covenanted, agreed and declared between the parties as follows:

ARTICLE 24 INTERPRETATION

24.1 Definitions

Unless otherwise specified herein, all capitalized terms used in this Lease but not otherwise defined herein shall have the meanings given to such terms in the TANSA.

The parties hereto agree that, when used in this Lease or in any Schedule attached to this Lease, the following words or expressions have the meaning hereinafter set forth, unless the context expressly or by necessary implication otherwise requires:

- (a) "**Act**" means the *Commercial Tenancies Act* (including any amendments thereto), or any statute which replaces or supersedes the Act.
- (b) "**Additional Rent**" means all sums of money payable by Bell Canada under this Lease for consumption by Bell Canada of electricity pursuant to Sections 3.3 and 6.3(c) of this Lease, all other amounts expressly stated in the Lease to be payable by Bell Canada to the GTAA as Additional Rent and all costs, expenses or other amounts expressly stated in the Lease to be for the account of Bell Canada.
- (c) "**Airside**" has the meaning ascribed thereto in the Ground Lease.
- (d) "**Alterations**" means all repairs, replacements, improvements, alterations or additions to the Leased Premises or the Leasehold Improvements by Bell Canada.
- (e) "**Architect**" means the independent architect from time to time named by the GTAA. The decision of the Architect whenever required hereunder and any certificate related thereto shall be final and binding on the parties hereto subject to manifest error.
- (f) "**Authorities**" means all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commissions, agencies and boards having jurisdiction or any other body or Person having jurisdiction in relation to the Hubs or any other part of the Airport.
- (g) "**Basic Rent**" means the annual rent payable by Bell Canada pursuant to Section 3.2 hereof.
- (h) "**Bell Canada**" means the Party of the Second Part, and its permitted successors and assigns. Any reference to "Bell Canada" includes, where the context allows, the directors, officers, servants, employees, contractors, agents, invitees and permitted licensees of Bell Canada and all other Persons over whom Bell Canada (i) may reasonably be expected to exercise control, and (ii) is in law responsible.
- (i) "**Claims**" means claims, losses, actions, suits, proceedings, causes of action, demands, damages (direct, indirect, consequential or otherwise), judgments, executions, liabilities, responsibilities, costs, charges, payments and expenses, including, without limitation, any professional, consultant and legal fees (on a solicitor and client basis).
- (j) "**Commencement Date**" means August 1st, 2003.
- (j) "**Common Areas**" means those common areas and facilities which serve the Hubs or any part thereof (as the same may be altered, diminished, reconstructed or expanded) and which are from time to time designated by the GTAA for the common use and enjoyment of occupants of premises in the Hubs (and their respective employees, agents, customers and invitees) or any part thereof, and also including access roads, driveways, entrances and exits, sidewalks, ramps, landscaped areas, stairways, escalators, elevators, passageways, mechanical and

electrical rooms, garbage facilities, delivery facilities including common loading and receiving facilities, fire protection and detection equipment, security equipment, first aid and information facilities and washrooms.

- (k) **"Facility Alteration Permit"** means a permit issued by the GTAA and which grants permission to construct an addition to, or to alter, replace or remove any part of the Leased Premises or Leasehold Improvements.
- (l) **"GTAA"** means the Greater Toronto Airports Authority and its successors and assigns. In any section of the Lease that contains a release or other exculpatory language in favour of the GTAA, the term "GTAA" also means the directors, officers, servants, employees and agents of the GTAA.
- (m) **"Hazardous Substance"** means (a) any contaminant (including, without limitation, a contaminant as defined in the *Environmental Protection Act* (Ontario)), pollutant, dangerous substance, noxious substance, toxic substance, hazardous waste, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, (b) any other substance or material declared or defined to be hazardous or toxic in or pursuant to any Applicable Laws, and (c) all other materials which may cause an adverse effect (as that term is defined in the *Environmental Protection Act* (Ontario)).
- (n) **"Hub(s)"** mean(s) the physical locations owned, operated and/or controlled by the GTAA at the Airport where Bell Canada is authorized to locate their Equipment and cross connect the Bell Canada Facilities to the GTAA Facilities as further described in Schedule A attached to this Lease.
- (o) **"Injury"** means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, malicious prosecution, libel, slander, defamation of character, invasion of privacy, wrongful entry or eviction and discrimination, or any of them, as the case may be.
- (p) **"Lands"** means the lands described in Schedule C attached hereto.
- (q) **"Lease"** means this lease between the parties hereto, including the Schedules hereto, as the same may be amended, restated or supplemented from time to time.
- (s) **"Lease Term"** has the meaning ascribed to it in Section 2.2.
- (r) **"Leased Premises"** means the premises demised to Bell Canada under this Lease consisting of premises in the Hubs, the locations of which are set out and in the drawings attached hereto as Schedule A. Leased Premises also includes the Terminal 3 Office Premises and the Terminal 3 Parking Spaces, as set out in Schedule A.
- (s) **"Leasehold Improvements"** means and includes all fixtures (excluding Bell Canada's Trade Fixtures), equipment and Alterations from time to time made, constructed, erected, or installed by, for or on behalf of Bell Canada or any

previous occupant of the Leased Premises in, on, to, for or which serve, the Leased Premises, whether or not easily disconnected or movable, including without limitation, all: (a) partitions, doors, safes, vaults and hardware; (b) mechanical, plumbing, electrical, sprinkler, fire detection, safety, utility, heating, humidity, ventilating and air conditioning systems, facilities, installations, fixtures, controls, fittings and equipment; (c) carpeting, drapes and other floor, wall, ceiling and window coverings and drapery hardware; (d) light fixtures; (e) store-fronts; (f) grill and other security or locking devices securing all or any part of the Leased Premises; (g) counters, cabinets, shelves and built-in furniture and furnishings; (h) internal stairways, escalators, elevators and any other transportation equipment or systems; (i) ceilings and ceiling panels; (j) coolers, freezers, refrigerators, stoves, microwave ovens and appliances; (k) awnings, canopies and exterior sign boxes, bands and the like; and (l) items that would not normally be considered to be Bell Canada's Trade Fixtures. Notwithstanding the foregoing and notwithstanding any Applicable Law, Leasehold Improvements shall expressly exclude all Bell Canada Property.

- (t) **"Mortgage"** means any and all mortgages, charges, debentures, security agreements, trust deeds, hypothecs or like instruments resulting from financing, refinancing or collateral financing (including renewals or extensions thereof) made or arranged by the GTAA of its interest in all or any part of the Lands.
- (u) **"Mortgagee"** means any mortgagee, debenture, or bondholder, hypothecary creditor (including any trustee for bondholders) or secured creditor of the Lands or any part thereof.
- (v) **"Rent"** means all Basic Rent and Additional Rent payable by Bell Canada pursuant to this Lease.
- (w) **"Rentable Area"** means, when applied to the Leased Premises, the area thereof measured from the exterior face of all exterior walls and windows (unless the same shall be greater than 1 foot in thickness in which case the measurement shall be from 1 foot toward the exterior from the interior face of such walls or windows), from the exterior face of all interior walls and windows dividing any Rentable Areas from Common Areas, and from the centre line of all interior walls and windows separating any Rentable Areas from other Rentable Areas, all without deduction for any space occupied by structures, columns, beams, conduits, ducts or projections of any kind, and all without deduction for the recessing of any entrance way, boundary wall or storefront from the lease line of the Leased Premises. The Rentable Area as stated on Schedule A is an estimate of the Rentable Area of the Leased Premises and will be binding upon the GTAA and Bell Canada until such time as the Leased Premises are measured in accordance with the provisions of this paragraph. The GTAA may cause the Architect to measure the Leased Premises in accordance with the requirements of this Lease and the GTAA will deliver a copy of the certificate prepared by the Architect to Bell Canada. The area as disclosed by such certificate will thereafter, but with effect retroactive to the Commencement Date, be the Rentable Area of

the Leased Premises. If any adjustments must be made in respect of amounts paid or payable by Bell Canada in respect of the period prior to the delivery of such certificate, they will be made by (i) payment by Bell Canada of any amounts it owes to the GTAA, within 15 days after Bell Canada receives its copy of the certificate, or (ii) crediting any amounts which the GTAA owes to Bell Canada against the payment by Bell Canada next coming due under this Lease. Each such determination by the Architect shall be binding upon the parties hereto until a subsequent determination is made and certificate issued in accordance with this Lease.

- (x) **"Terminal 3 Office Premises"** means approximately 2,400 square feet of office space in the basement level of the parking garage attached to Terminal 3 as described in Schedule A attached.
- (y) **"Terminal 3 Parking Spaces"** means six (6) parking spaces adjacent to the loading dock serving the Sheraton Gateway Hotel at Terminal 3, and three (3) parking spaces in the GTAA's administration parking lot as shown on Schedule A hereof.
- (z) **"Trade Fixtures"** means trade fixtures as determined at common law and includes all personal chattels (if any) installed at the Commencement Date or during the Lease Term by or on behalf of Bell Canada, in, on or which serve, the Leased Premises, for the sole purpose of Bell Canada carrying on its trade in the Leased Premises and which Trade Fixtures Bell Canada is permitted to remove only to the extent permitted by the terms of this Lease, but Trade Fixtures shall not include Leasehold Improvements and shall expressly exclude all Bell Canada Property.

1.2 This Lease shall be interpreted in accordance with the interpretation of principles set forth in the TANSA. If there is any conflict or inconsistency between the provisions set forth in this Lease and the provisions set forth in the TANSA, the provisions set forth in the TANSA shall prevail. Without limiting the foregoing, this Lease shall be: (a) interpreted in accordance with the interpretation principles contained in Article 1 of the TANSA; (b) subject to the Issue Resolution Process set forth in Article 21 of the TANSA; and (c) shall be subject to the governing law and notice provisions of the TANSA.

1.3 The following is a list of the Schedules attached to and forming part of this Lease:

Schedule A - Description of Leased Premises;
Schedule B - Basic Rent; and
Schedule C - Legal Description of the Lands.

ARTICLE 25 GRANT AND LEASE TERM

25.1 Leased Premises

In consideration of the payment of Rent and the covenants and agreements herein to be observed and performed by Bell Canada, the GTAA leases to Bell Canada, and Bell Canada leases from the GTAA, the Leased Premises as set out in Schedule A attached hereto. The Rentable Areas of the locations comprising the Leased Premises are set out in Schedule A.

25.2 Lease Co-Terminus with the TANSA

Unless this Lease is terminated by agreement of the Parties or is otherwise terminated in accordance with its terms, Bell Canada shall have and hold the Leased Premises for such period commencing on the Commencement Date and ending on the expiration or early termination of the TANSA (the "Lease Term").

25.3 Surrender of Leased Premises

Subject to the TANSA at the expiration or sooner determination of the Lease Term, Bell Canada shall, at its sole cost and expense:

- (a) peaceably surrender and yield to the GTAA vacant possession of the Leased Premises in accordance with the TANSA;
- (b) surrender all keys and security devices for the Leased Premises to the GTAA and inform the GTAA of all combinations of all locks, safes and vaults of any kind and the code for any security devices, in or for the Leased Premises;
- (c) remove any material which may be deemed by any Applicable Laws, or by any Authorities, or by the GTAA, as a Hazardous Substance which has been brought onto the Leased Premises by Bell Canada or which is a result of Bell Canada's use or occupation of the Leased Premises;
- (d) remove from the Leased Premises all Trade Fixtures, chattels, goods, supplies, articles, equipment, material, effects or things, and all other Bell Canada Property that Bell Canada is entitled to remove under the terms of the TANSA; and
- (e) to the satisfaction of the GTAA, acting reasonably repair all and every damage and injury occasioned to the Leased Premises by reason of any removal pursuant to this Section 2.3 or in the performance thereof, reasonable wear and tear expected.

Subject to the TANSA, Bell Canada shall not, by reason of any action taken or things performed or required under this Section 2.3, be entitled to any compensation whatever. Unless required by the GTAA, no chattels, goods, supplies, articles, equipment, materials, effects or things shall be removed from the Leased Premises until all Rent due or to become due under this Lease is fully paid. Subject to the TANSA, if Bell Canada

fails to perform its obligations under this Section 2.3, the GTAA may, at its option, remove at the risk of and at the cost and expense of Bell Canada, the chattels, goods, supplies, articles, equipment, materials, effects or things from the Leased Premises and Bell Canada shall reimburse the GTAA within ten (10) days of demand being made by the GTAA upon receipt of appropriate accounts therefore and for any storage charges which may have been or will be incurred by the GTAA as a result of such removal. Where not removed by Bell Canada, the GTAA may consider the chattels, goods, supplies, articles, equipment, materials, effects or things to be abandoned, and take title thereto in the name of the GTAA, all without any duty to account to Bell Canada. If the Leased Premises are not surrendered at the time and in the manner set out in this Section 2.3, Bell Canada shall promptly indemnify and hold harmless the GTAA from and against any and all Claims resulting from the delay by Bell Canada in so surrendering the Leased Premises, including, without limitation, any Claims made by any succeeding tenant or occupant founded on such delay. Bell Canada's obligation to observe and perform the provisions of this Section 2.3 shall survive the expiration or earlier termination of this Lease.

25.4 Overholding

- (a) Upon the end of the Lease Term and Bell Canada remaining in possession of the Leased Premises:
 - (i) there shall be no implied renewal or extension of this Lease;
 - (ii) if the GTAA consents in writing to Bell Canada remaining in possession, Bell Canada shall be deemed, notwithstanding any statutory provision or legal assumption to the contrary, to be occupying the Leased Premises as a monthly tenant;
 - (iii) if the GTAA does not consent in writing to Bell Canada remaining in possession, Bell Canada shall be deemed, notwithstanding any statutory provision or legal assumption to the contrary, to be occupying the Leased Premises as a tenant at the will of the GTAA, which tenancy may be terminated at any time by the GTAA without the necessity of any notice to Bell Canada; and
 - (iv) Bell Canada shall occupy the Leased Premises on the same terms and conditions as are contained in this Lease (including, without limitation, the obligation to pay Additional Rent), save and except that:
 - (A) the Basic Rent payable by Bell Canada shall be paid monthly at a rate equal to 150% of the amount of monthly Basic Rent which it was responsible for paying during the last 12 months of the Lease Term; and
 - (B) Bell Canada shall not be entitled to take the benefit of any rights of renewal, rights of first refusal, options to purchase, rights granting Bell Canada exclusive rights to carry on certain business activities

in the Airport, or any other rights personal to Bell Canada and which may be contained in this Lease.

- (b) Bell Canada shall be estopped and forever barred from claiming any right to occupy the Leased Premises on terms other than as set out in this Section 2.4 and the GTAA may plead this section in any court proceedings. Bell Canada shall indemnify and save harmless the GTAA from all Claims incurred by the GTAA as a result of Bell Canada remaining in possession of all or any part of the Leased Premises following the expiry of the Lease Term. Nothing in this section shall be interpreted as permitting or giving Bell Canada an option to stay in possession of the Leased Premises following the expiry of the Lease Term and Bell Canada shall surrender the Leased Premises to the GTAA on the expiry of the Lease Term.

ARTICLE 26 RENT AND SECURITY DEPOSIT

26.1 Payment of Basic Rent

From and after the Commencement Date and during the Lease Term, Bell Canada shall pay to the GTAA as Basic Rent the monthly proportions of the annual amount set forth in Schedule B to this Lease. Notwithstanding the foregoing, Bell shall not be required to pay Basic Rent to the GTAA for the Terminal 3 Office Premises and Terminal 3 Parking Spaces during the Lease Term.

26.2 Additional Rent

From and after the Commencement Date and during the Lease Term, Bell Canada shall be solely responsible for and pay to the GTAA or to the applicable payee as Additional Rent:

- (a) all charges for electricity consumed or used in the Leased Premises on the basis of a separate meter to be installed by the GTAA (at the cost and expense of the GTAA) in accordance with the provisions of Section 6.3(c);
- (b) all other amounts expressly stated in this Lease to be payable by Bell Canada to the GTAA as Additional Rent; and
- (c) all costs, expenses or other amounts expressly stated in this Lease to be for the account of Bell Canada.

26.3 Payment of Rent

Bell Canada shall, from and after the Commencement Date and throughout the Lease Term, pay Rent to the GTAA according to the payment provisions described in Section 4 of the TANSA.

ARTICLE 27 USE OF LEASED PREMISES

27.1 Use

Bell Canada shall use the Leased Premises solely for the purposes set out in the TANSA and Bell Canada shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose whatsoever. Notwithstanding anything to the contrary in this Lease, Bell Canada shall be permitted to use the Leased Premises for any purpose set out in the TANSA. Notwithstanding the foregoing, the Terminal 3 Office Premises shall only be used for the purposes of a reporting centre for wireline telecommunication services, and the Terminal 3 Parking Spaces shall only be used for the parking of Bell service vehicles as an ancillary use to the Terminal 3 Office Premises.

ARTICLE 28 BELL CANADA'S CONDUCT OF BUSINESS ON THE LEASED PREMISES

28.1 General Covenants

Subject to the terms and conditions of the TANSA, Bell Canada shall:

- (a) not commit, nor permit to be committed, any waste upon, or damage to, the Leased Premises or any nuisance or other act or thing which in the GTAA's opinion disturbs the quiet enjoyment of any other tenant or occupant of premises in the Hubs or at the Airport and not perform any acts or carry on any practices which may damage the Hubs or the Airport or any part thereof;
- (b) not do, or permit to be done, any act in or about the Hubs, the Airport or the Lands which, in the GTAA's opinion, (i) hinders or interrupts the flow of traffic to, in and from the Airport, the Hubs or the Leased Premises, or (ii) in any way obstructs the free movement of persons doing business in the Airport, the Hubs or the Leased Premises. Bell Canada shall not eliminate, change, alter or modify any of the entrances and exits in, at, to or for the Leased Premises from those existing on the commencement of the Lease Term, without obtaining the GTAA's prior written approval;
- (c) not install or allow on the Leased Premises any public address system or receiving or wireless transmitting device, nor erect any aerial on the roof of any building forming part of the Hubs or the Airport or on any exterior walls of the Leased Premises or in any of the Common Facilities. Any such installation shall be subject to removal by the GTAA without notice at any time and such removal shall be done and all damages as a result thereof shall be made good, in each case, at the sole cost and expense of Bell Canada which Bell Canada shall pay to the GTAA as Additional Rent on demand;
- (d) not use any travelling or flashing lights or any signs, television or other audio-visual or mechanical devices, in a manner so that they can be seen outside of the Leased Premises, and not use any loudspeaker, television, phonographs, radio or

other audio-visual or mechanical devices in a manner so that they can be heard outside of the Leased Premises, without in each case the prior written consent of the GTAA. If Bell Canada uses any such equipment without receiving prior written consent of the GTAA, the GTAA, without liability on its part, shall be entitled to remove such equipment without notice at any time and such removal shall be done, and all damage as a result thereof shall be made good, in each case, at the sole cost and expense of Bell Canada, which Bell Canada shall pay to the GTAA as Additional Rent on demand;

- (e) (i) cooperate with the GTAA in the conservation of all forms of energy in the Hubs and the Airport, including without limitation, in the Leased Premises; and
(ii) comply with all laws, by-laws, regulations and orders relating to the conservation of energy affecting the Hubs and the Airport or any part thereof.
- (f) not permit any activity within the Leased Premises which would in the GTAA's opinion constitute or create an environmental or pollution problem with respect to the Leased Premises, the Hubs, the Airport or the Lands;
- (g) not permit any odours, gases, dust, smoke, fumes, vapours, steam, water, cinders, soot, vibrations, noises or other undesirable effects to emanate from the Leased Premises or any equipment, system, facility or installation therein which, in the GTAA's opinion, are objectionable or cause any interference with the safety, comfort or convenience of the Airport, the Hubs or any part thereof by the GTAA or any tenants or occupants thereof or their customers or invitees. If Bell Canada is in default of any of the foregoing, the GTAA shall have the right orally to inform Bell Canada, whereupon Bell Canada shall immediately take such steps as are necessary to cure any such default;
- (h) not, nor shall it suffer or permit its employees or agents to, solicit or carry on business in any of the Common Areas at any time without the GTAA's prior written consent; and
- (i) not permit or allow the sale or other distribution of food or beverages, any sale of, or promotion of the sale of, duty-free goods or the installation or presence of any pay telephones or any machines distributing merchandise or services or providing entertainment, whether operated by coins, credit cards or otherwise, on the Leased Premises, other than with the prior written approval of the GTAA.

28.2 Advertising and Displays

Bell Canada shall obtain the prior written approval of the GTAA such approval not to be unreasonably withheld or delayed, in advance of all signs and similar advertising material, including lettering and other advertising media erected, installed or placed upon the exterior of the Leased Premises or within the Leased Premises to the extent that such signs are visible from outside the Leased Premises and upon the exterior and interior surfaces of all doors and windows. The cost of installing, maintaining, changing and removing all signs shall be borne by Bell Canada.

28.3 Licences, Permits, Etc.

Bell Canada shall procure and maintain, at the sole cost and expense of Bell Canada, such licenses, permits or approvals from Authorities, and such permits issued by the GTAA (including the Facilities Alteration Permit) as may be necessary to enable Bell Canada to furnish the services and conduct the operations provided for in this Lease.

28.4 Compliance with Laws, Etc.

- (a) Bell Canada shall ensure that all activities of Bell Canada on the Leased Premises are carried out without any conflict, and in all respects in a manner compatible with, the Airport.
- (b) In connection with its use of the Leased Premises Bell Canada shall, at its sole cost and expense, and in all respects, promptly abide by and comply with all Applicable Laws which pertain to or, in any manner affect the Leased Premises and the operations of Bell Canada hereunder, including the making of any Alterations of, to or for the Leased Premises or any part thereof (including any equipment, machinery, facilities, and systems in, or which serve the Leased Premises or any part thereof).
- (c) In connection with its use of the Leased Premises Bell Canada shall (a) use all names, marks and insignia reasonably required by the GTAA in all advertising in connection with the Hubs, and (b) discontinue, at the request of the GTAA, any business, conduct or practice in relation to the Leased Premises that, in the opinion of the GTAA, may harm the business or reputation of the GTAA or reflect unfavorably on the development of the Leased Premises, the Hubs or the Airport as a whole.
- (d) In the event that Bell Canada is in default of Section 5.4(b), the GTAA may, in its discretion, upon such notice to Bell Canada as would be reasonable in the circumstances, do all things necessary to effect compliance with any Applicable Laws and applicable GTAA Framework and Bell Canada shall, within five (5) days of written demand from the GTAA, reimburse the GTAA for all costs reasonably incurred by the GTAA for this purpose.
- (e) Bell Canada's right of access to any part of the Hubs shall be subject to all Applicable Laws and applicable GTAA Framework.

28.5 Delivery and Shipping

The delivery or shipping of merchandise, supplies and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the sole judgment of the GTAA are necessary for the proper operation of the Leased Premises, the Hubs and the Airport including without limitation the GTAA Framework.

28.6 Removal and Restoration by Bell Canada

- (a) Nothing in this Section 5.6 shall be construed to limit or affect Bell Canada's rights of ownership with respect to the Bell Canada Property, as set out in the TANSAs.
- (b) All Leasehold Improvements in, on, for, or which serve, the Leased Premises shall immediately become the absolute property of the GTAA upon affixation or installation, without compensation therefor to Bell Canada, but the GTAA shall have no obligation to repair, replace, operate, maintain, insure or be responsible in any way for them, all of which shall be Bell Canada's responsibility. No Leasehold Improvements or Trade Fixture shall be removed by, or on behalf of, Bell Canada from the Leased Premises or elsewhere in the Hubs either during or at the expiration or earlier termination of this Lease except that Bell Canada may during the Lease Term in the usual or normal course of its business and with the prior written consent of the GTAA, such consent not to be unreasonably withheld or delayed, remove its Trade Fixtures from the Leased Premises, if such Trade Fixtures have, in the GTAA's opinion, become excess for Bell Canada's purposes or if Bell Canada is substituting new and similar Trade Fixtures therefor, but only if in each case (a) Bell Canada is not in default under this Lease, and (b) such removal is done at Bell Canada's sole cost and expense.
- (c) Bell Canada, at its expense, shall, in the case of every such installation or removal, either during or at the expiration or earlier termination of this Lease in accordance with Section 2.3 hereof, effect such installation or removal and immediately make good any damage caused to the Leased Premises or the Hubs by the installation or removal of any such Trade Fixture or Leasehold Improvements, normal wear and tear excepted.

ARTICLE 29 THE LEASED PREMISES, SERVICES AND IMPROVEMENTS

29.1 Condition of Leased Premises

Bell Canada acknowledges having inspected the Leased Premises and hereby accepts the Leased Premises on an "as-is" basis as of the Commencement Date. The GTAA shall maintain the structural elements of the Leased Premises to a standard which is substantially similar to the physical condition of the Leased Premises as of the Commencement Date.

29.2 Access

- (a) The GTAA and its agents shall, upon 24 hours prior notice except in cases of emergency where no notice is required, have full and free access for inspection purposes during normal business hours and in the presence of Bell Canada or a representative of Bell Canada to any and every part of the Leased Premises and

shall have access to all equipment, stores, furnishings and movables therein, for the purpose of inspecting the same; it being expressly understood and agreed, however, that in cases of emergency, the GTAA shall at all times and for all purposes have full and free access to the Leased Premises. In addition, the GTAA and its agents shall have the right to enter the Leased Premises upon reasonable notice to Bell Canada (except in cases of emergency where no notice is required) during normal business hours to make such repairs, alterations, changes, adjustments, improvements or additions to the Leased Premises or any part thereof or any adjacent property as the GTAA considers necessary or desirable, including without limitation, the pipes, conduits, wiring, ducts and other installments of any kind in the Leased Premises where necessary to serve the Leased Premises and for such purpose the GTAA may take all material into and upon the Leased Premises which is required therefor without the same constituting a re-entry or a breach of any covenant for quiet enjoyment contained in this Lease or of any statutory provision. In exercising its rights under this Section 6.2(a), the GTAA shall: (a) use reasonable efforts to minimize any material adverse interference with Bell Canada's use and possession of the Leased Premises and (b) not take any actions that would be in conflict with the GTAA's obligations under the TANSA.

- (b) The GTAA and its agents shall, upon 24 hours prior notice, have full and free access during normal business hours and in the presence of Bell Canada or a representative of Bell Canada to any and every part of the Leased Premises for the purpose of showing such premises to interested parties during the last six (6) months of the Lease Term.

29.3 Services and Utilities

- (a) The GTAA shall supply or cause to be supplied at its expense to the Leased Premises all utilities, including heating and ventilation for the reasonable and comfortable use of the Leased Premises for their intended purposes, but excluding electrical energy, which shall be supplied by the GTAA in accordance with Section 6.3(c).
- (b) If Bell Canada requires, at any time during the Lease Term, any such utilities in excess of such provided for in Section 6.3(a), Bell Canada shall supply and install at its sole cost and expense any special wires, conduits or other equipment necessary to provide such additional capacity, subject to the prior written consent of the GTAA.
- (c) The GTAA shall install, at its sole cost and expense, a separate meter to measure the consumption of electrical energy in the Leased Premises, the type of meter and location to be determined by the GTAA acting reasonably. Bell Canada shall pay for all electrical energy used at such rates as may be in effect from time to time and shall enter into a utility agreement with the GTAA on such terms and conditions as the GTAA shall prescribe, acting reasonably, and all such amounts shall form part of the Additional Rent.

- (d) The GTAA reserves the right to install life safety equipment and public address systems in the Common Areas and the Leased Premises.
- (e) In order to effect any maintenance, repairs, replacements, alterations or improvements to any of such utilities, heating, ventilating, air-conditioning or humidity control systems or equipment, the GTAA shall have the right, without any liability and without being deemed thereby to have interfered with Bell Canada's rights under this Lease or committed a breach of this Lease, and without thereby entitling Bell Canada to any rights in respect thereof, to discontinue, suspend or modify any utilities, heating, ventilating, air-conditioning and humidity control systems or equipment at such time or times and from time to time as the GTAA shall deem desirable on 24 hours' notice to Bell Canada, except in the case of emergencies or apprehended emergencies, in which case no such notice shall be required and provided the GTAA shall use reasonable efforts to minimize material interference of Bell Canada's business at the Leased Premises.
- (f) Bell Canada shall pay to the GTAA forthwith on demand all reasonable charges as determined and allocated by the GTAA, acting reasonably, in respect of all special services provided to or for the benefit of Bell Canada and requested by Bell Canada or required (as determined by the GTAA, acting reasonably) and, if commercially reasonable and appropriate, after consultation with Bell Canada) by Bell Canada's use of the Leased Premises beyond building standard services, and all such amounts shall form part of the Additional Rent. Such special services include, without limitation, charges for security, hoisting, supervision, waste removal, and receiving, storing and handling materials and articles.

29.4 Temporary Suspension of Services

The GTAA shall not suspend, interrupt or discontinue, in whole or in part, any services provided by the GTAA except in accordance with the terms and conditions of the TANSAs.

29.5 GTAA's Approval of Bell Canada's Alterations

- (a) Bell Canada will not commence nor make any Alterations to any part of the Leased Premises without the GTAA's prior written consent, which consent, subject to Section 6.5(b), shall not be unreasonably withheld. The GTAA's consent shall be evidenced by a Facility Alteration Permit.
- (b) If any proposed Alterations:
 - (i) affect the structure (including, without limitation, the foundations, sub-floor, roof slab, load bearing walls and structural columns and beams) of the Leased Premises or the Hubs, or any part of the Leased Premises which may be under warranty to the GTAA;

(ii) require compatibility with, or relate to or will affect, the GTAA's systems (including, without limitation, the heating, ventilating and air-conditioning equipment); or

(iii) may adversely affect the GTAA or any other tenant in the Hubs,

the GTAA may unreasonably and arbitrarily withhold its consent to the proposed Alterations. No Alterations by or on behalf of Bell Canada shall be permitted which may weaken or endanger the structure or adversely affect the condition or operation of the Leased Premises or the Hubs or diminish the value thereof.

(c) The GTAA may require that Alterations, subject to Section 6.5(b), be performed by the GTAA or its agents, in which case such Alterations shall be performed by the GTAA or its agents at Bell Canada's expense plus a further fifteen percent (15%) of the GTAA's total cost of such Alterations payable as Additional Rent.

(d) Prior to commencing any Alterations, Bell Canada shall submit to the GTAA:

(i) details of the proposed Alterations, including, without limitation, drawings and specifications prepared by qualified designers and conforming to good engineering practice; and

(ii) evidence satisfactory to the GTAA that Bell Canada has obtained all necessary consents, permits, licences and inspections from all federal, provincial, municipal and other governmental authorities having jurisdiction.

(e) All Alterations by Bell Canada shall be:

(i) at the sole cost of Bell Canada;

(ii) performed by competent workers who are fully covered by Workers' Compensation;

(iii) performed in a good and workmanlike manner as befitting an international air terminal in accordance with the approved drawings and specifications, all applicable codes and regulations including the Airport Construction Code, and the very best standards of practice;

(iv) subject to the reasonable supervision and direction of the GTAA; and

(v) completed as expeditiously as possible with first class new materials and in such a manner as to minimize to the extent reasonably possible, interference with any business conducted in the Hubs.

(f) Bell Canada shall carry builder's all risks insurance satisfactory to the GTAA, acting reasonably, during the making of the Alterations and Bell Canada will provide the GTAA with a copy of such insurance policy for the GTAA's approval

prior to the commencement of any Alterations and Bell Canada shall not commence any Alterations until the GTAA has approved the said insurance and Bell Canada provides the GTAA with evidence satisfactory to the GTAA, acting reasonably, that Bell Canada has taken out such insurance as approved by the GTAA.

- (g) Any Alterations made by Bell Canada without the prior written consent of the GTAA or which are not in accordance with the drawings and specifications approved by the GTAA shall, if requested by the GTAA, be promptly removed by Bell Canada at its expense and the Leased Premises restored to their previous condition.
- (h) Upon completion of any Alterations, Bell Canada shall provide to the GTAA as-built drawings for the Leased Premises and shall secure all applicable statutory declarations and certificates of inspection, approval and occupancy and provide evidence of same to the GTAA.
- (i) Under no circumstances shall Bell Canada, its employees, agents, contractors, suppliers or workers enter onto the roof of the Hubs or make any opening in the roof of the Leased Premises in connection with the performance of any Alterations or for any other reason whatsoever.
- (j) Regardless of any consents granted by the GTAA to any proposed Alterations, such consents relate only to the general acceptability of the proposed Alterations and that by giving such consents, the GTAA shall not be deemed to have any direct or indirect interest, responsibility or liability with respect to such Alterations or the design, installation or maintenance of same or for the payment of same, all of which shall be the sole responsibility of Bell Canada.
- (k) Any repairs or Alterations made by Bell Canada to or upon the Leased Premises which by their nature are determined in accordance with the provisions hereof to be Leasehold Improvements shall upon termination of this Lease, except and subject as in this Lease otherwise specifically provided, be vested in title in the GTAA without any payment of compensation to Bell Canada in respect of such repairs or Alterations; nevertheless the GTAA shall have the option of requiring or compelling Bell Canada upon written notice, prior to or promptly after the expiry or earlier termination of this Lease, to remove such repairs or Alterations, and Bell Canada shall be so bound to remove and shall restore the Leased Premises to their original condition, reasonable wear and tear excepted, all at the sole cost and expense of Bell Canada and without any right on the part of Bell Canada to seek compensation for any reason whatsoever.
- (l) Nothing in this Section 6.5 shall be interpreted to limit Bell Canada's abilities to perform Alterations as contemplated in the TANSA.

29.6 Cleaning and Maintenance

- (a) Bell Canada shall at all times during the Lease Term, at its sole cost and expense, keep, operate and maintain the Leased Premises (subject to any obligations of the GTAA under the TANSA) together with the Leasehold Improvements and the Trade Fixtures clean, neat and in good order and repair acting as a prudent owner and in keeping with an international airport, all in accordance with all Applicable Laws and the GTAA Framework.
- (b) Bell Canada shall not bring upon the Leased Premises or any part thereof, any machinery, equipment, article or thing that by reason of its weight, size or use might in the reasonable opinion of the GTAA damage the Leased Premises and will not at any time overload the floors of the Leased Premises. Bell Canada agrees that if any damage is caused to the Leased Premises by any machinery, equipment, object or thing or by overloading, or by any act, neglect or misuse on the part of Bell Canada, Bell Canada will forthwith repair the same or, at the option of the GTAA, pay the GTAA within five (5) days of demand as Additional Rent the cost of making good the same.
- (c) In addition to the obligations of Bell Canada contained in Sections 6.6(a) and 6.6(c) hereof, Bell Canada shall effect all repairs referred to therein according to reasonable notice from the GTAA but failure to give notice shall not relieve Bell Canada from its obligation to repair. If Bell Canada fails to carry out any maintenance, repairs or work required to be carried out by it under this Lease to the reasonable satisfaction of the GTAA, the GTAA may at its option enter onto the Leased Premises with such assistants, contractors or workers as required (without being liable for any disturbance or damage so caused) and carry out such maintenance or repairs without any liability for any resulting damage to Bell Canada's property or business. The cost of such work, plus a sum equal to 15% of such cost representing the GTAA's overhead, shall be paid by Bell Canada to the GTAA as Additional Rent on demand. For greater certainty, nothing in this Section 6.6 deals with the repair or maintenance of any Bell Canada Property.

29.7 Garbage and Refuse Disposal

Bell Canada shall, at its sole cost and expense, provide or cause to be provided, complete and proper arrangements for the adequate sanitary handling and disposal away from the Leased Premises of all trash, garbage and other refuse on or in connection with Bell Canada's operations under this Lease, all to the reasonable satisfaction of the GTAA. Piling of boxes, cartons, barrels or other similar items shall not be permitted in a public area in or around the Hubs, the Airport or the Lands.

29.8 Drainage System

Bell Canada shall not do, cause nor permit to be done any act or thing in the Leased Premises which may damage, injure or impair the operation of any drainage system,

sanitary sewer system or any facility provided for the protection of the general public or the operation of the Hubs or the Airport, all to the reasonable satisfaction of the GTAA.

29.9 Reasonable Use

Bell Canada shall not do, suffer nor permit to be done any act or thing which may impair, damage or injure the Leased Premises, the Hubs, the Airport, or any part thereof, beyond the damage occasioned by reasonable use.

29.10 Furniture, Trade Fixtures, Equipment and Personnel

Bell Canada shall provide, install and maintain in the Leased Premises, such Trade Fixtures, furnishings and equipment required for purposes in connection with the operations conducted in the Leased Premises pursuant to this Lease and Bell Canada shall also provide the replacement of such Trade Fixtures, furnishings and equipment, all at the sole cost and expense of Bell Canada and to the satisfaction of the GTAA, acting reasonably provided, however that Bell Canada shall submit to the GTAA plans and specifications for approval prior to the purchase and installation thereof. For greater certainty, nothing in this Section 6.10 shall prevent Bell Canada from installing and maintaining the Bell Canada Property in the Leased Premises in accordance with the TANSA.

29.11 Dangerous Goods

No Hazardous Substance, or goods of an explosive, dangerous, inflammable or noxious nature or character shall be stored in or upon the Leased Premises nor shall be brought into or onto the Hubs, except with the prior written consent of the GTAA or as contemplated under the TANSA.

29.12 Fire Prevention

Bell Canada shall, at its sole cost and expense, take all reasonable precautions to prevent fire from occurring in or about the Leased Premises, and shall observe and comply with all laws and regulations in force respecting fire prevention and safety at the Hubs or the Airport, and with all reasonable instructions given from time to time by the GTAA with respect to fire prevention and safety, evacuation procedures and extinguishing of fires.

29.13 Alterations by GTAA

- (a) The Airport and the Hubs are and will be at all times subject to the exclusive control and management of the GTAA. Without limiting the generality of the foregoing, provided that such activities do not cause the GTAA to breach any provision of the TANSA, the GTAA:
 - (i) may do such things on the Lands, in the Hubs, or the Airport or the Leased Premises as required to comply with any laws, by-laws, regulations, orders or directives affecting the Lands, the Hubs or the Airport or any part thereof;

- (ii) shall have the right to police and supervise any or all portions of the Airport and the Hubs; obstruct, lock up or close off all or any part of the Airport and the Hubs for purposes of performing any maintenance, repairs or replacements or for security purposes or to prevent the accrual of any rights to any person or the public or any dedication thereof; grant, modify and terminate any easements or other agreements respecting any use or occupancy, maintenance of or supply of any services to any part of the Airport and the Hubs; and use or permit to be used any part of the Common Areas for any purpose including promotional activities, merchandising, display, entertainment or special features; and
 - (iii) shall have the right to construct on or remove from the Airport or adjacent lands such other buildings or extensions of buildings as the GTAA may desire. The GTAA shall have the right to make any changes in, additions to, deletions from, re-arrangements of or relocations of any part or parts of the Airport and the Hubs, including the Leased Premises and any of the Common Areas, as the GTAA shall consider necessary or desirable in its sole discretion.
- (b) The exercise by the GTAA of any of its rights under this Section 6.13 shall not constitute a breach by the GTAA of any of its obligations under this Lease, nor an infringement nor breach of any of Bell Canada's rights under this Lease or at law, nor entitle Bell Canada to any abatement of Rent or damages or any other remedy whatsoever, whether or not damage to or interference with the use of the Leased Premises or their contents results. Notwithstanding the foregoing, in exercising its rights under Section 6.13 the GTAA shall use reasonable efforts to minimize any material adverse interference to Bell Canada's use and possession of the Leased Premises.

29.14 Discharge of Liens

Bell Canada shall discharge all liens as required under the TANSA.

29.15 Operation of Common Areas

- (a) All Common Areas shall be subject at all times to the exclusive control and management of the GTAA. The GTAA shall be entitled to operate and police the same, to change the area and location thereof, to employ all personnel and to make all rules and regulations necessary for the proper operation and maintenance thereof, and to do such other acts with respect thereto as the GTAA, acting reasonably, shall determine to be advisable; provided, however, that Bell Canada, unless deprived by reasons beyond the GTAA's control, shall always have the use of such of the Common Areas as are reasonably necessary for the use and enjoyment of the Premises.
- (b) Bell Canada shall not itself and shall not permit any of its employees, servants, agents, customers, contractors or those for whom it is in law responsible to

obstruct any Common Areas, including driveways, laneways, access routes or other portions of the Airport and the Hubs other than as expressly permitted under this Lease or as otherwise expressly permitted by the GTAA in writing. If there is a breach of this Section, the GTAA shall have the right, at the expense of Bell Canada, to remove such obstruction, if Bell Canada has failed to remove the same upon notification from the GTAA. The cost of such removal shall be paid by Bell Canada forthwith upon demand, and the GTAA shall not be responsible for and is hereby released from any liability for any damage caused during such removal. The GTAA shall also be entitled to hold such items as security for the payment of the costs of removing the same and any damage arising from such obstruction or its removal. If requested by the, GTAA, Bell Canada shall supply to the GTAA the license numbers of all vehicles for which access may properly be gained to any part of the Airport and the Hubs from time to time, including employee's automobiles, delivery trucks of Bell Canada and frequent suppliers of goods or materials to the Leased Premises.

- (c) In exercising its rights under this Section 6.15, the GTAA shall use reasonable efforts to minimize any material adverse interference to Bell Canada's use and possession of the Leased Premises.

29.16 Services

The GTAA may provide security services for the Hubs or the Airport so as to use reasonable efforts to ensure that access to the Hubs or the Airport during other than business hours shall be restricted to those persons entitled to be allowed entry to the Hubs, provided they comply with the requirements established by the GTAA.

29.17 Relocation of Leased Premises

The GTAA may relocate the Leased Premises in accordance with and subject to the terms and conditions of the TANSA. Notwithstanding the foregoing, the GTAA shall have the right to relocate all or a portion of the Terminal 3 Parking Spaces upon sixty (60) days prior written notice to such other areas of the parking area adjacent to the Sheraton Gateway Hotel loading docks and/or GTAA administration parking lot.

29.18 GTAA's Covenants

The GTAA covenants with Bell Canada that:

- (a) the GTAA shall preserve its leasehold interest in the Lands; and
- (b) provided that Bell Canada pays the Rent hereby reserved and Bell Canada performs its covenants herein, and subject to the terms of the Lease, any Applicable Laws and any applicable GTAA Framework, Bell Canada shall peaceably possess and enjoy the Leased Premises for the Lease Term hereby granted, without any interruption or disturbance from the GTAA, its successors and assigns, or any other person or persons lawfully claiming by, from or under it or them.

ARTICLE 30 ENVIRONMENTAL MATTERS

30.1 Compliance with Environmental Laws

- (a) Bell Canada shall, at its sole cost and expense, comply with, and shall ensure that all occupiers of the Leased Premises (including without limitation, its employees, agents and those for whom it is in law responsible) comply with, all Applicable Laws from time to time in force relating to environmental matters, the manufacture, generation, use, storage, disposal, transportation or release of any Hazardous Substance and the protection of the environment generally and shall immediately report to the GTAA, in accordance with the GTAA's EECp and DPEP, the occurrence of any event in or on the Leased Premises, the Hubs, the Airport or the Lands constituting an offence hereunder or a breach of this provision and, if any such event shall happen, Bell Canada shall, at its sole cost and expense:
 - (i) immediately give the GTAA notice to that effect and thereafter give the GTAA from time to time written notice of the extent and nature of Bell Canada's compliance with the following provisions of this Article 7;
 - (ii) immediately perform any work which will result in conformity and compliance with all Applicable Laws governing such substance and the EECp, including containment and remediation of any spills, release or leaks of any Hazardous Substance;
 - (iii) if requested by the GTAA, conduct an environmental audit by an independent consultant designated or approved by the GTAA, which audit shall include but not be limited to, subsurface investigation and sampling, verifying the complete and proper compliance with the requirements of any Applicable Law relating to such substances or, if such is not the case, reporting as to the extent and nature of any failure to comply with the foregoing provisions of this Article 7;
 - (iv) promptly cease any activity which causes or permits any Hazardous Substance to be released, spilled, leaked or to flow onto or into the Leased Premises, the Hubs, the Airport, the Lands or any adjacent property, land, air or water or the environment in violation of any Applicable Laws; and
 - (v) if required by the GTAA, obtain a certificate from an independent consultant designated or approved by the GTAA verifying that any activity contemplated by Section 7.1(a)(iv) above has ceased.
- (b) Bell Canada shall, at its sole cost and expense, remedy any damage to the Leased Premises, the Hubs, the Airport, the Lands, adjacent property, or adjacent land, air or water caused by the occurrence of any such event in or on the Leased Premises, the Hubs, the Airport or the Lands or caused by the performance or lack of performance of any of Bell Canada's obligations under this Article 7.

- (c) If any Authority having jurisdiction or the GTAA, acting reasonably, shall require the containment and remediation of any Hazardous Substance held, released, spilled, leaked, abandoned, flowing onto or into or placed upon the Leased Premises, the Hubs, the Airport, the Lands, adjacent premises, or any adjacent land, air or water or the environment as a result of any use or occupancy of the whole or any part of the Leased Premises or as a result of any act or omission of Bell Canada, its employees, agents and those for whom it is in law responsible, then Bell Canada shall, at its sole cost and expense, prepare all necessary studies, plans and proposals and submit the same to the GTAA for approval, provide all bonds and other security required by Authorities having jurisdiction and carry out the work required by such Authorities, and shall keep the GTAA fully informed and provide to the GTAA full information with respect to proposed plans and comply with the GTAA's reasonable requirements with respect to such plans.

30.2 Inquiries by GTAA

- (a) Bell Canada hereby authorizes the GTAA, upon reasonable notice to Bell Canada, to (i) conduct an environmental audit of the Leased Premises, and (ii) make enquiries from time to time of any government or governmental agency to determine Bell Canada's compliance with any Applicable Laws pertaining to Bell Canada, or any occupier, the Leased Premises and any operations conducted on or from the Leased Premises, including any law pertaining to an adverse environmental condition and the protection of the environment. Bell Canada covenants and agrees that (i) the GTAA and its consultants shall have full access to Bell Canada's operations and facilities at the Leased Premises for the purposes of conducting such audit (provided that such access shall be planned so as to minimize any disruption to the business of Bell Canada), and (ii) Bell Canada shall from time forthwith on demand provide to the GTAA such written authorization as the GTAA may reasonably require in order to facilitate the obtaining by the GTAA of such information.
- (b) The GTAA shall provide Bell Canada a copy of the environmental audit and shall afford Bell Canada the opportunity to review and comment upon the results of the audit performed by the GTAA.

30.3 Bell Canada to Perform

Bell Canada shall, forthwith on notice, at its sole cost and expense, carry out with respect to any adverse environmental condition which may be caused by Bell Canada:

- (a) any work required by Applicable Laws to remedy any adverse environmental condition caused or contributed to by the existence of any Hazardous Substance on the Leased Premises or by the release, spilling, leaking, abandoning or flowing of any Hazardous Substance from the Leased Premises, or by any act or omission of Bell Canada on or after the commencement of the Lease Term or by the release, spilling, leaking or abandoning of any Hazardous Substance in contravention of Applicable Law in the Hubs, the Airport, the Lands or the

environment by Bell Canada, its employees, agents and those for whom it is in law responsible; and

- (b) any work reasonably required by the GTAA to remedy any adverse environmental condition caused or contributed to by the existence of any Hazardous Substance on the Leased Premises or by the release, spilling, leaking, abandoning or flowing of any Hazardous Substance from the Leased Premises, or by any act or omission of Bell Canada on or after the commencement of the Lease Term or by the release, spilling, leaking or abandoning of any Hazardous Substance in contravention of Applicable Law in the Hubs, the Airport, the Lands or the environment by Bell Canada, its employees, agents and those for whom it is in law responsible.

30.4 GTAA May Perform

In the event that Bell Canada fails to promptly commence and diligently complete any work it is required to perform pursuant to Sections 7.1 or 7.3 following written notice to Bell Canada, GTAA may enter into the Leased Premises itself or by its employees, contractors and subcontractors and perform any such work at the sole cost and expense of Bell Canada, but having commenced such work, the GTAA shall have no obligation to complete such work. No such entry shall be or deemed to be a re-entry under this Lease or breach of the covenant for quiet enjoyment contained in this Lease or implied by law. In exercising its rights under this Section 7.4, the GTAA shall use reasonable efforts to minimize any material adverse interference with Bell Canada's use and possession of the Leased Premises.

30.5 Ownership of Substances

If Bell Canada shall bring, permit, suffer or create in or on the Leased Premises any substance or if the conduct of any business or undertaking on any part of the Leased Premises or the use of any part of the Leased Premises shall cause there to be any Hazardous Substances upon the whole or any part of the Leased Premises which causes or contributes to any adverse environmental condition then notwithstanding any rule of law to the contrary such Hazardous Substances shall be and remain the sole and exclusive property of Bell Canada and shall not become the property of the GTAA notwithstanding the degree of affixation of the substances or the goods containing the substances to the Leased Premises and notwithstanding the expiry or early termination of this Lease.

30.6 Recycling

Bell Canada shall comply with any and all recycling programs established at the Hubs or the Airport, all to the satisfaction of the GTAA, acting reasonably. Without limiting the generality of the foregoing, Bell Canada agrees, at its expense, to comply with all present and future Applicable Laws regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Bell Canada shall, at its expense, sort and separate such waste products, garbage, refuse and trash into such categories as provided

by law. Each separately sorted category of waste products, garbage, refuse and trash shall be placed in separate receptacles approved by the GTAA. Such separate receptacles may, at the GTAA's option, be removed from the Leased Premises in accordance with a collection schedule prescribed by law.

ARTICLE 31 ASSIGNMENT AND SUBLETTING

31.1 Assignment of Bell Canada's Rights

- (a) Bell Canada shall be entitled to assign this Lease (concurrent with an assignment by Bell Canada of its rights under and in the TANSAs) in accordance with the assignment provisions of the TANSAs.
- (b) Bell Canada may not sublet the Leased Premises without GTAA's prior written consent, which consent shall not be unreasonably withheld or delayed.
- (c) Notwithstanding the foregoing, Bell shall not assign this Lease with respect to the Terminal 3 Office Premises and/or Terminal 3 Parking Spaces, or sublet all or any portion of the Terminal 3 Office Premises and/or Terminal 3 Parking Spaces without the consent of the GTAA, which consent shall not be unreasonably withheld or delayed, except to an Affiliate in which case no consent shall be required. Bell shall not be released from its Lease obligations after any assignment or subletting.

31.2 Assignment by the GTAA and Subordination

- (a) It is specifically understood and agreed that the GTAA shall be entitled to assign or encumber its rights under this Lease, in whole or in part, and upon such assignment or encumbrance being executed by the GTAA, and notice thereof being given by or on behalf of the GTAA to Bell Canada, this Lease shall be subordinated and subjected to the assignment or encumbrance.
- (b) Bell Canada agrees that it will, whenever reasonably required by the GTAA or the Mortgagee or assignee, consent to and become a party to any instrument or instruments permitting an assignment or Mortgage to be placed on the Hubs, the Airport or the Lands in order to formally subordinate this Lease to such assignment or Mortgage. However, no subordination by Bell Canada shall have the effect of permitting the holder of any assignment or Mortgage to disturb Bell Canada in its enjoyment of the Leased Premises so long as Bell Canada shall comply with all terms, conditions and obligations contained herein.
- (c) Bell Canada irrevocably constitutes the GTAA the agent and attorney of Bell Canada for the purpose of executing any agreement, certificate, attornment or subordination required by this Lease and for registering postponements in favor of

any Mortgagee if Bell Canada fails to execute such documents within 10 Business Days after a request by the GTAA.

31.3 Status Statement

Within ten (10) Business Days after a written request therefor by the GTAA, or if upon any sale, assignment, transfer or Mortgage of the Lands a status statement is required from Bell Canada, Bell Canada shall deliver in a form supplied by the GTAA, a status statement or a certificate to any proposed Mortgagee, assignee or purchaser, or to the GTAA, stating (if such is the case):

- (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and identifying the modification agreements) or if this Lease is not in full force and effect, the certificate shall so state;
- (b) the Commencement Date;
- (c) the date to which Rent has been paid under this Lease;
- (d) whether or not there is any existing default by Bell Canada in the payment of any Rent or other sum of money under this Lease, and whether or not there is any other existing or alleged default by either party under this Lease with respect to which a notice of default has been served and if there is any such default, specifying the nature and extent thereof;
- (e) whether there are any set-offs, defenses or counter-claims against enforcement of the obligations to be performed by Bell Canada under this Lease; and
- (f) with reasonable particularity, details respecting Bell Canada's financial standing and corporate organization.

ARTICLE 32 LIABILITY AND INDEMNITY

The provisions of the TANSA shall govern with respect to any responsibility or liability of either Party for any injury at the Airport to any Person or thing, any breach of either Party hereunder or any other act or omission of either Party.

ARTICLE 33 INSURANCE

Bell Canada and GTAA shall maintain such insurance as required under the TANSA.

ARTICLE 34 DAMAGE AND DESTRUCTION

Each of the GTAA and Bell Canada shall have rights and shall be responsible for the repairs to the Airport, or any part thereof, in each case, arising as a result of damage or destruction to the Leased Premises, the Hub and/or the Airport as set out in the TANSA.

ARTICLE 35 GENERAL

35.1 Successors

This Lease and everything herein contained shall ensure to the benefit of and be binding upon the permitted successors and assigns, as the case may be, of each of the parties hereto.

35.2 Provisions Separately Valid

If any covenant, obligation, agreement, term or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid, unenforceable or illegal, the remainder of this Lease or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid, unenforceable or illegal, shall not be affected thereby and each covenant, obligation, agreement, term or condition of this Lease shall be separately valid and enforceable to the fullest extent permitted by law.

35.3 No Implied Obligations

No implied obligations of any kind or on behalf of the GTAA shall arise from anything in this Lease and the express covenants and agreements herein contained and made by the GTAA are the only covenants and agreements upon which any rights against the GTAA may be founded.

35.4 Registration

- (a) Bell Canada shall not register this Lease or any short form or notice hereof except in the GTAA's form prepared by the GTAA on Bell Canada's request or in such form as has been approved by the GTAA in writing. The GTAA will cooperate in effecting such registration, if necessary. The cost of preparation, approval, execution and registration of any notice or short form of this Lease or other document to be registered by Bell Canada shall be borne by Bell Canada and shall be paid by Bell Canada to the GTAA forthwith upon demand. If Bell Canada registers or causes or permits there to be registered against the title to the Lands, any short form or notice of this Lease or other document, Bell Canada shall forthwith provide to the GTAA details of such registration and a duplicate registered copy of the registered document.
- (b) Any lease or notice or short form of this Lease registered by or at the request of Bell Canada shall contain an irrevocable power of attorney by Bell Canada in favour of the GTAA, which power of attorney is also hereby irrevocably granted by Bell Canada to the GTAA under the *Powers of Attorney Act* (Ontario), authorizing the GTAA to execute on behalf of and in the name of Bell Canada such notices, agreements and documents as shall be required or desired by the GTAA to expunge or discharge from the register of the title of the Lands any interest of Bell Canada therein after the expiry or earlier termination of this Lease, or to give full effect to the GTAA's rights under this Section 12.4.

ARTICLE 36 NOTICES

36.1 Notices

Whenever in this Lease it is required or permitted that a notice, demand or request (a "Notice") be given or served by either party to or on the other, such Notice will be given in accordance with the notice provisions of the TANSA as well as to the Tenant:

NEXACOR REALTY MANAGEMENT INC.

Attention: Director, Realty Transactions; and Director, Lease Administration

Fax:

With a copy to:

Bell Canada Real Estate Services

Montréal, QC

Attention: General Manager, Asset Management

Fax:

ARTICLE 37 GROSS LEASE

37.1 Gross Lease

The Basic Rent payable by Bell Canada pursuant to Section 3.2 is a gross rent and includes Bell Canada's share of realty taxes, common area expenses, operating expenses, GTAA's insurance premiums, repair, replacement and subject to Section 6 herein, maintenance costs (both interior and exterior), and all other items whatsoever. Notwithstanding the foregoing, Bell Canada shall be obliged to pay Additional Rent

ARTICLE 38 GROUND LEASE COVENANTS

38.1 Acknowledgements

Bell Canada acknowledges that the rights granted pursuant to this Lease are subject to the terms of the Ground Lease. All capitalized terms used in this Section 15 shall have the definitions accorded them in the Ground Lease, a copy of which may, upon written request to the GTAA, be reviewed by Bell Canada. Upon the written request of Bell Canada, the GTAA shall use reasonable commercial efforts in assisting Bell Canada in applying for a non-disturbance agreement from the head landlord under the Grand Lease and/or any mortgagee of the GTAA.

38.2 Ground Lease Covenants

Each of the GTAA and Bell Canada covenant and agree that:

- (a) the Leased Premises shall not be used or occupied by Bell Canada for the purpose of constructing or operating any Air Terminal Building;
- (b) the Leased Premises shall not be used for any purpose other than as contemplated under the TANSAs or for a use that is inconsistent with the use clause contained in the Ground Lease; and
- (c) Bell Canada shall not assert that a joint venture, partnership or principal and agent relationship exists between Bell Canada and the GTAA (as that term is defined in the Ground Lease).

38.3 GTAA's Default Under Ground Lease

Bell Canada acknowledges and agrees that subject to any rights of non-disturbance granted by Her Majesty, upon the default of the GTAA under the Ground Lease, and the early termination and re-entry by Her Majesty, Her Majesty has the option, in Her sole unfettered discretion, to require Bell Canada to attorn to Her Majesty in which event Bell Canada shall forthwith attorn to Her Majesty.

38.4 Appointment of Attorney

Effective upon the expiry or early termination of the Ground Lease, Bell Canada hereby irrevocably appoints the Minister of Transport and any other person authorized by the Minister of Transport to act on his or her behalf, as Bell Canada's attorney with full power and authority to execute and deliver in the name of Bell Canada, all documents necessary to effect the transfer to Her Majesty of the title to or the ownership of any New Facility or any new addition to, improvement to, alteration of or replacement of any Existing Facility on the Leased Premises.

IN WITNESS WHEREOF the parties hereto executed this Lease No. YZ3341 as of the date above written.

**GREATER TORONTO AIRPORTS
AUTHORITY**

Per: _____
Name: _____
Title: Vice President and Chief
Financial Officer

BELL CANADA

Per: _____

Name:

Title: Regional Manager, Asset
Planning

I/We have authority to bind the Corporation.

SCHEDULE “A”

DESCRIPTION OF THE LEASED PREMISES

“ABRIDGED”

SCHEDULE "B"

Base Rent

**Bell Canada
Lease No. YZ 3341**

Space Occupancy - East and West Communication Hubs/T3 Effective August 1, 2003

Level	Room No.	Type of Space	Area in M²	Rate per M²	Annual Rent
Ground West Comm.Hub	C104	Industrial	56.24	\$ 215.28	\$ 12,107.35
Ground East Comm.Hub	C108	Industrial	66.98	\$ 215.28	\$ 14,419.45
Terminal Three - Service	F006	Industrial	141.10	\$ 215.28	\$ 30,376.01
Terminal Three - Parking Garage Basement	B103/B116	Office	222.97	\$0.00	\$
Parking Spaces	n/a	Parking	n/a	\$0.00	\$
Sub Total			487.29		\$ 56,902.81
TOTAL			487.29		\$ 56,902.81
Monthly					\$ 4,743.53

Above rates are in effect during the initial 5 year term of the lease
unless extended pursuant to the terms of the TANSA.

SCHEDULE C
LEGAL DESCRIPTION OF THE LANDS

PART A-1
LEGAL DESCRIPTION (Peel Land Titles Lands)

In the City of Mississauga, in the Regional Municipality of Peel, in the Province of Ontario,
being composed of: “**ABRIDGED**”

SCHEDULE E

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

TECHNICAL SPECIFICATIONS OF THE GTAA FACILITIES

“ABRIDGED”

SCHEDULE F

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

**SERVICE PROVISIONING, SERVICE ASSURANCE
AND PERFORMANCE MANAGEMENT**

“ABRIDGED”

SCHEDULE G

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

**RIGHTS / USE OF THE BELL CANADA
EXISTING NETWORK FACILITIES**

In this Schedule G, the following definitions shall apply:

GLOSSARY OF TERMS
" In-Building Wiring " means all of the distribution wiring within a Building from the MTR running to the cable termination in the End-Users' suites. For greater certainty, this excludes all wiring cable within an End-User's premises and any End-User's in-suite demarcation device.
" MTR " means Bell Canada's main terminal room.

Overview

Bell Canada has and maintains an existing telecommunications infrastructure at the Airport.

Appendix 1 to this Schedule G provides the following description of the Bell Canada Existing Network Facilities and the Bell Canada Equipment:

- Appendix 1 to this Schedule G contains a list, by address, of the Bell Canada Existing Network Facilities.
- Appendix 2 to this Schedule G contains a list of the Bell Canada Equipment which is currently located in the main telecommunications equipment rooms in Buildings located at the Airport.
- Appendix 3 to this Schedule G contains a list of Bell Canada Equipment that Bell Canada currently has or will be placing in the Hubs on a going-forward basis.

Bell CANADA Rights to Use BELL CANADA Existing Network Facilities

Notwithstanding the intent of the GTAA to establish Hubs and have Bell Canada use the GTAA Facilities past the SPDP, it is acknowledged and understood that Bell Canada owns the Bell Canada Existing Network Facilities listed in Appendix 1 to this Schedule G, which Bell Canada may continue to use to serve its End-Users in accordance with this Schedule G. Bell Canada and the GTAA acknowledge that the Bell Canada Existing Network Facilities and the GTAA Facilities will co-exist during the term of the TANSAs and both Parties agree to cooperate in managing their respective facilities in the interests of serving End-Users. Arrangements between the Parties to use the other Party's In-Building Wiring in Terminal 3 in effect prior to the Effective Date may continue, unless expressly cancelled or altered by this Agreement

Bell Canada has the following rights to continue to use the Bell Canada Existing Network Facilities:

- Bell Canada is permitted by the GTAA to continue to use the Bell Canada Existing Network Facilities, subject to the following:
 - the GTAA may require the relocation of the Bell Canada Existing Facilities in accordance with the Airport Development Program (any such relocations shall be completed in accordance with Schedule K); and

- in the event that Bell Canada acquires a new End-User requesting service from Bell Canada, and such new End-User is taking over premises occupied by a pre-existing End-User of Bell Canada and whose requirements for telecommunications services are substantially similar to those of the pre-existing End-User, Bell Canada may continue to use the Bell Canada Existing Network Facilities with respect to such new End-User; and
- Bell Canada agrees that it will not augment the Bell Canada Existing Network Facilities, other than ongoing maintenance in the ordinary course of business necessary to serve its existing End-Users. Notwithstanding the foregoing, if an End-User requires new or additional services that would require the Bell Canada Existing Network Facilities to be reinforced or augmented, then Bell Canada will so advise the GTAA. Upon receipt of such notice, the GTAA may require Bell Canada to migrate from use of the Bell Canada Existing Network Facilities to the GTAA's Facilities in order to deliver such new or additional services. The decision of whether or not to migrate (and, if so, to which facilities to migrate) shall be made in accordance with a process analogous to the process described in Schedule H. To the extent that the GTAA does not require Bell Canada to so migrate, Bell Canada shall be entitled to reinforce or augment such Bell Canada Existing Network Facilities.

For greater clarity the parties agree that Bell Canada:

- Will not provision new feeder cables or facilities except to the designated Hubs
- Will not install new transport equipment to create additional capacity to serve End-Users
- Will not install any additional distribution cables or In-Building Wiring
- May activate any pair or strand within existing cable sheaths as defined in Appendix 1 of this Schedule G
- May continue to make any necessary cross connections using available, existing In-Building Wiring and cabling
- May install cards or similar components within an existing transport component if such unit was not fully configured. Replacement of cards by a higher capacity card or similar component in order to increase the total capacity of the transport equipment is not permitted.

Transfer of the bell canada Existing Network Facilities

Cables and Ducts

Bell Canada agrees to transfer to the GTAA all of its cables and associated ducts, if any, running between Buildings located at the Airport, as annotated in Appendix 1, Part 1 to this Schedule G and any such other cables and ducts that may exist at the Effective Date, in accordance with Section 3(c) of this Schedule G. The GTAA may agree to exercise such right in whole or in part

and from time to time. However, the following property shall remain the exclusive property of Bell Canada and shall not be subject to this Schedule G:

- all cables in the GTAA ducts serving the SPDP; and
- all ducts and cables uniquely serving NAV Canada from a Bell Canada Central Office.

In-Building Wiring

For those Buildings at the Airport where Bell Canada owns the In-Building Wiring, as described in Schedule J, Bell Canada agrees to transfer ownership of the In-Building Wiring to the GTAA for nominal consideration, subject to the following conditions:

- the transfer will occur on a Building-by-Building basis from time to time, at the discretion of the GTAA in accordance with Section 3(c) of this Schedule G;
- the GTAA will provide six months notice to Bell Canada to prepare for the transfer of ownership of the In-Building Wiring with respect to each Building;
- four months prior to transfer, Bell Canada shall use reasonable commercial efforts to provide the GTAA with any existing asset information file or database which inventories all wiring, circuits, cross-connects, and any other associated equipment and, to the extent commercially practicable, will also provide any onsite assignment information concerning the circuits, cross-connects and wiring;
- after such transfer, there will be no service fee paid by Bell Canada to the GTAA for its usage of any such transferred In-Building Wiring. For greater certainty, the Fees in Schedule B shall not apply to Bell Canada with respect to Bell Canada's use of In-Building Wire transferred by Bell Canada under this Schedule G;
- co-incident with the transfer of the In-Building Wiring, the MTR in the Building shall become the responsibility of the GTAA to control and administer as follows:
 - Terminal 3: The Main Distribution Frame Room shall be grandfathered as a demarcation point for Bell Canada only to fulfill its obligations to service End-Users.
 - Bell Canada and the GTAA will negotiate, as described in Schedule K, a cost to have Bell Canada relocate its feeder facilities within the room in order to establish a demarcation point. The GTAA will place new copper cable to connect this room with the East Comm Hub to allow for the migration of services from the Bell Canada Facilities;
 - Other Buildings: For the remaining Buildings at the Airport, it is the intention of the GTAA to provide the GTAA Facilities from one or more of the West Comm Hub, the East Comm Hub, the Admin Building at 3111 Convair Drive, or any other future demarcation point established by the GTAA. This will occur on a Building-by-Building basis at the discretion of the GTAA;

- the GTAA may request that Bell Canada relocate its feeder cable to a Building demarcation structure in that MTR, using tie cable to attach to the distribution frame. Bell Canada's costs to relocate the in-service wire pairs will be treated in a manner consistent with relocations as described in Schedule K. The GTAA will provision and support the In-Building Wiring;
- notwithstanding the transfer of ownership and control over the In-Building Wire, Bell Canada may (but is not obligated to) continue to provide service provisioning and assurance services on the transferred In-Building Wiring (provided, however, that this shall not entitle Bell Canada to reinforce or augment such In-Building Wiring). For greater certainty, Bell Canada may, subject to the GTAA Framework, access the SPDP and any intermediate points in order to make cross connections associated with Service activations. In addition, Bell Canada may access these points in order to repair such facilities in order to ensure services to its End-Users. Bell Canada will work cooperatively with the GTAA in maintaining appropriate asset and configuration records of the facilities using tools provided by the GTAA, to ensure a current and accurate record of the facilities is available. In no event shall the GTAA be obligated to pay Bell Canada any fee in respect of Bell Canada's provisioning and assurance services on such In-Building Wire; and
- to the extent that Bell Canada chooses not to exercise its entitlement to maintain the ability to access and maintain the In-Building Wiring, the GTAA shall be obligated to provide service provisioning and service assurance with respect to such transferred In-Building Wiring, including the associated SLOs. However, if Bell Canada chooses to exercise its entitlement to maintain the ability to access and maintain the In-Building Wiring as discussed in the previous item, Bell Canada will not hold the GTAA responsible for any SLOs with respect to any of such transferred In-Building Wire.

General

All of the transfers of property from Bell Canada to the GTAA described in this Schedule G shall be on an "as is, where is" basis and shall be completed for nominal (*i.e.*, \$1.00) consideration. All Bell Canada property transferred to the GTAA shall be free of liens, mortgages or other encumbrances. The Parties agree to draft and deliver a "Bill of Sale" to document this transfer, if requested by either Party. For greater certainty, Bell Canada shall never have any liability of any nature whatsoever with respect to such transferred property.

Exemptions

Notwithstanding anything to the contrary in this Section 3, Bell Canada shall have no obligation to transfer any Bell Canada Existing Network Facilities that are:

remote switching centres/remotes ("RSC") and supporting/associated equipment;

MTR equipment, as specified in Appendix 2 to this Schedule G; and

Feeder cable:

- from outside the Airport to a Building on the Airport (including junction wire interfaces if so designed);
- from outside the Airport to the RSC; and

between the RSC and the East Comm Hub.

Appendix 1 – Existing Physical Cabling Infrastructure
*Quantities and terminating information for Feeder and Distribution
Cables owned by Bell Canada at the Airport*

See attached spreadsheet Schedule G Existing Cable facilities.xls

Appendix 2 – Existing Equipment located in Main Terminal Rooms

See attached spreadsheet Schedule G Existing Equipment.xls

Appendix 3 – Existing and Proposed equipment to be located in Hubs

See attached spreadsheet Schedule Hub Equipment.xls

SCHEDULE H

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

**NEW SERVICE EVALUATION
AND ACCEPTANCE PROCEDURES**

“ABRIDGED”

SCHEDULE J

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

BUILDING LIST

“ABRIDGED”

BUILDING LIST

The attached spreadsheet lists all Buildings at the Airport and describes which Buildings are served by the GTAA Facilities.

For those Buildings served by the GTAA Facilities, the processes and designs of Schedules F and C will apply. For those buildings not served by the GTAA Facilities and currently served by the Bell Canada Existing Network Facilities, then Bell Canada's usual provisioning and assurance processes will apply, subject to the conditions of Schedule G.

This Schedule J and its contents may change from time to time in accordance with Section 22.2 of the TANSAs.

SCHEDULE K

TO THE

**TELECOMMUNICATIONS ACCESS AND NETWORK
SERVICES AGREEMENT**

RELOCATION OF BELL CANADA FACILITIES

Overview

This Schedule K outlines the steps and processes that the Parties agree to follow concerning the relocation of the Bell Canada Facilities and Leased Premises at the Airport. As the Airport continues to evolve and develop over time, it may be necessary to have various Bell Canada Facilities or Leased Premises relocated to accommodate such changes. The intent of this Schedule K is to ensure that these changes are accomplished with the minimum of disruption to the GTAA, Bell Canada and Bell Canada's End-Users and that the changes are performed with the minimum of ensuing cost.

Planning & Approval

“ABRIDGED”