

Abridged

TELECOMMUNICATION AND BUILDING ACCESS LICENSE

This License is made as of the 1st day of April, 2006 (the “**Effective Date**”).

Between:

**MEDALLION CORPORATION AS AUTHORIZED AGENT
FOR 505 CONSUMERS ROAD LIMITED,**
a corporation incorporated under the laws
of Ontario.
(the “Licensor”)

- and -

BELL CANADA,
a corporation incorporated under the laws
of Canada
(the “Licensee”)

RECITAL:

- A. The Licensor is the Owner of the Multi-Dwelling Unit municipally described as 505 Consumers Road, Toronto;
- B. The Licensee advises the Licensor that the Licensee is authorized by those government bodies having jurisdiction to provide Licensee’s Services in the Building under the conditions described herein; and
- C. The Licensee wishes to provide Licensee’s Services in the Building.

NOW THEREFORE

In consideration of the mutual rights and obligations herein expressed and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto, agree as follows:

1. Definitions

In this License, the capitalized terms and phrases shall mean the following:

- 1.1 “Affiliate” means, as each term is defined in the *Canada Business Corporations Act*, as amended, collectively, an affiliate, subsidiary or associate which in the case of the Licensee, must be a LEC;
- 1.2 “Applicable Law(s)” means all present and future laws, statutes, regulations, judgments, orders and decrees applicable to the parties or the transaction contemplated herein and having the force of law;
- 1.3 “Building” means the MDU building(s) municipally described in Recital A and located on the Lands;
- 1.4 “Business Day” means a day other than a Saturday, Sunday or statutory holiday in the Province in which the Building is situated;
- 1.5 “Cable” means fibre optic, coaxial and copper cables and wires, or any of them;
- 1.6 “Commencement Date” means the date on which the Term commences as provided in Section 4.1;
- 1.7 “Communications Equipment” means such Licensee telecommunications equipment and facilities including, but not limited to, cabinets, racks, electronic equipment, electrical power equipment and other similar and related equipment as the Licensee may require for the provision of the Licensee Services;
- 1.8 “Connecting Equipment” means the licensee Cable under the responsibility and control of the Licensee, connecting hardware and other similar and related equipment that is connected to the Communications Equipment which may include Entrance Cable and IBW;
- 1.9 “CRTC” means the Canadian Radio-television and Telecommunications Commission;
- 1.10 “Customer” means a customer of Bell receiving services from Bell within the Building.
- 1.11 “Decision” means Telecom Decision CRTC 2003-45 entitled, *Provision of telecommunications services to customers in multi-dwelling units*, dated 30th June 2003;
- 1.12 “Engineered Plans” means plans prepared by an engineer;
- 1.13 “Entrance Cable(s)” means the Cable(s) owned and/or controlled by the Licensee that connects the Licensee’s network through the Entrance Link(s) to the Licensee Equipment located in the POP Space and the Licensee Equipment located in the POP Space to the Main Distribution

Frame and includes the tie Cables between the POP Space and the Main Distribution Frame;

- 1.14 "Entrance Link(s)" means the core sleeve(s) penetration through the foundation of the Building used to bring Cable(s) located within the Lands into the Building and that contains the Entrance Cable(s);
- 1.15 "Fee" means the POP Space Fee or any cost or fee payable by the Licensee as provided in Articles 5, 6, 8 and 9 of this License;
- 1.16 "Force Majeure" means any act or event of God, war, terrorism, natural calamities, strikes, lockouts or other labour stoppages or disturbances, civil commotions or disruptions, riots, epidemics, or any other legitimate cause beyond the reasonable control of such party, and which, by the exercise of due diligence, such party could not have prevented, except that the lack of funds on the part of such party shall not be deemed to be an act or event of Force Majeure;
- 1.17 "IBW" or "In-building Wire" means Cable and associated facilities under the responsibility and control of the Licensee, the Building Owner or any third party, which run from the MTR to the riser closet, and in some geographic regions from the riser closet to, but not within, a tenant or occupant's suite;
- 1.18 "Lands" means the land legally described in Schedule "A" attached hereto;
- 1.19 "LEC" means a telecommunication common carrier that has obtained local exchange carrier status from the CRTC to provide local exchange services in the geographic region in which the Building is located;
- 1.20 "License" means this Telecommunication and Building Access License, including the right(s) and license(s) granted herein, including any Recitals and all attached Schedules, attachments and appendices and every instrument executed by the parties that amends, modifies or supplements it or them;
- 1.21 "Licensee" means the party as provided on page (1) one;
- 1.22 "Licensee Equipment" means, collectively, the Communications Equipment and the Connecting Equipment owned by the Licensee and/or controlled by the Licensee;
- 1.23 "Licensee Services" means the telecommunication or other communication services provided by the Licensee, as permitted by the CRTC, to one or more tenants or occupants of the Building or to another telecommunication service provider;
- 1.24 "Licensor" means the Owner of the Lands or its duly authorized agent;

- 1.25 "MDU" or "Multi-Dwelling Unit" means a building with at least two units and at least one unit occupied by a tenant;
- 1.26 "MTR" means the area(s) located in the Building which contain the cross-connection point between the Entrance Cable and the IBW;
- 1.27 "Main Distribution Frame" or "MDF" means the frame(s) on which the Entrance Cable terminates and the IBW originates;
- 1.28 "Owner" means the registered legal owner of the Lands;
- 1.29 "Pathways" means electrical, mechanical or communications spaces, risers, conduits, ducts, trays, raceways, and other common areas located in the Building and the Lands;
- 1.30 "POP Space" means the exclusive use area occupied by the Communications Equipment in the approximate location as provided in Schedule "B" attached hereto, which area contains the square feet as provided in Schedule "F". Such area may be a point of presence room separate from the MTR or, alternatively or in addition, a defined area within the MTR occupied by the Communications Equipment which area may or may not be caged;
- 1.31 "POP Space Fee" means the fee payable by the Licensee to the Licensor as provided in Section 5.1;
- 1.32 "Real or Apprehended Emergency" means a threat to the sanctity and/or safety of the Building as decided by the Licensor, acting in a commercially reasonable manner, which necessitates temporarily restricting access to the Building or the POP Space until the situation giving rise to the emergency is contained;
- 1.33 "Riser Management Company" or "RMC" means an entity or company involved in the provision of Riser Management Services;
- 1.34 "Riser Management Services" or "RMS" means services provided by the Owner, or on behalf of the Owner, for the maintenance or wiring management of Cable or the management of any other aspect of the Licensee Services;
- 1.35 "Rules and Regulations" means the rules and regulations set forth in Schedule "C".
- 1.36 "Term" means the term as provided in Section 4.1; and
- 1.37 "Working Drawings" means a drawing or sketch that describes the proposed installation of the Licensee's Equipment.

2. Application of License
 - 2.1. This License shall apply only so long as the Building is an MDU and the Licensee is a LEC and except as otherwise provided for in this License, the terms of this License shall apply to:
 - (a) Licensee Equipment installed, owned, operated and/or controlled by the Licensee in the Building; and
 - (b) the rights granted and uses permitted as set out in Article 3.
3. Grant and Use
 - 3.1 Pursuant to the terms and conditions of this License, the Licensor grants the Licensee the non-exclusive right to provide the Licensee Services which includes the Licensee's right to construct, install, test, operate, maintain, repair, service, upgrade, modify, remove and replace Communications Equipment in the POP Space and Connecting Equipment in the Lands and Building.
 - 3.2 The Licensee, its employees, agents, contractors and those for whom it is responsible for in law shall be permitted to use and access all portions of the Building, Pathways and Lands necessary for the provision of the Licensee Services and for the matters as provided in Section 3.1. The Licensee shall be responsible for the acts or omissions of its employees, agents, contractors and those for whom it is responsible in law, which use and access the Building, Pathways and Lands.
 - 3.3 All rights granted and uses permitted herein shall be available to the Licensee twenty-four (24) hours per day, three-hundred and sixty-five (365) days per year (except in the case of a Real or Apprehended Emergency) subject to the Licensor's reasonable requirements as provided in the attached Schedules "C" and "D". In the case of a real or apprehended emergency, the Licensor shall restore Licensee's access to the Building as contemplated herein without delay as soon as is reasonably possible.
 - 3.4 The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the parties:
 - (a) that this License does not allow the installation or operation by or on behalf of the Licensee, of any type of rooftop or wireless communication equipment; and

- (b) not to use any part of the Licensee Equipment as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons outside of the Building.

4. Term and Renewal Term

- 4.1 The grant of this License is for the Term as provided in Schedule "E" unless earlier terminated in accordance with Article 23 or subsequently renewed as provided in Section 4.2.
- 4.2 Provided that the Licensee is not and has not been in default of any of its obligations under this License which default remained uncured during the cure period provided hereunder, this License will be automatically renewed and extended unless the Licensee gives the Licensor at least one hundred eighty (180) days written notice prior to the end of the Term of the Licensee's intention not to renew. The renewal shall for one (1) additional term of five (5) years (the "Renewal Term") which Renewal Term shall be governed by the same terms and conditions set out in this License, except for any further right to renew and the POP Space Fee. The POP Space Fee, upon renewal, shall be based on the then prevailing "fair market" fee for the alternate use of the POP Space, taking into account: (i) the location and the class of the Building; and (ii) the location and amount of space comprising the POP Space. In the event the parties are unable to agree to the POP Space Fee payable upon renewal, then such fee shall be determined pursuant to Section 29.1.

5. POP Space Fee

- 5.1 The Licensee agrees to pay the Licensor the POP Space Fee as provided in Schedule "F".

6. Fees for use of IBW under responsibility and control of the Licensor

- 6.1 The use of IBW under the responsibility and control of the Licensor shall be at the sole option of the Licensee and where the Licensee elects to use such IBW the fee payable by the Licensee to the Licensor for the use of such IBW shall be based upon the unrecovered capital cost reasonably incurred by the Licensor for the installation of such IBW.
- 6.2 Where the Licensor has acquired IBW at no capital cost, the Licensor shall not charge the Licensee any payment or fee for the use of such IBW.

7. Transfer of IBW under responsibility and control of the Licensee
 - 7.1 The transfer of IBW under the responsibility and control of the Licensee to the Licensor shall be only at the sole option of the Licensee. Where the Licensee elects to transfer IBW under its responsibility and control to the Licensor, such transfer shall be on terms and conditions acceptable to the Licensee in its sole discretion.

8. Utilities Costs
 - 8.1 Subject to the terms and conditions of this License, the Licensee shall have the right to connect the Licensee Equipment to the electric power distribution system within the Building at the sole cost and expense of the Licensee. The Licensee agrees to pay for such electricity consumption which shall be calculated based upon the rates set out in Schedule "G" attached. Licensee agrees to pay for such electricity consumption "in-advance" on a monthly basis with an annual reconciliation, provided that any overpayments by the Licensee, based upon the actual consumption by the Licensee, shall be refunded to the Licensee by the Licensor within sixty (60) days of Licensor receiving an invoice from the applicable utility for such electricity consumption.
 - 8.2 Except in the case of a real or apprehended emergency where Licensor shall provide reasonable notice beforehand or forthwith thereafter, the Licensor shall provide to the Licensee five (5) Business Days notice of any planned construction, maintenance, utility outages or other Building repairs that may affect the Licensee Equipment or provision of Licensee Services.
 - 8.3 The Licensee agrees that the Licensor has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the Licensor agrees to provide emergency or backup power to the Licensee on such terms and conditions as may be mutually agreed to by the parties in writing.

9. Plan Approval and Other Costs
 - 9.1 If requested by the Licensor, the Licensee will:
 - (a) provide Engineered Plans for approval by the Licensor, prior to any construction, installation, modification or replacement of Connecting Equipment which requires penetration of the Building foundation or

which impacts the structural elements of the Building. Such plans to be prepared by a Licensor approved engineer or a Licensee approved engineer at the option of the Licensee;

- (b) provide Working Drawings for approval by the Licensor, prior to any construction of the POP Space or installation, modification or replacement of Licensee Equipment which impacts the base Building systems or base Building. Such plans to be prepared by the Licensee or its contractors, or by the Licensor's contractors, at the option of the Licensee; and
- (c) provide Working Drawings for approval by the Licensor, prior to a material installation of IBW which would materially impact the availability of space within the riser.

9.2 In addition to the POP Space Fee, the Licensee agrees to pay the Licensor, on a one time basis, within sixty (60) Days of receipt of an invoice from the Licensor, the cost for the review of Engineered Plans and Working Drawings referred to in Subsections 9.1(a), (b) and (c) plus an administration fee equal to fifteen (15%) percent of the total costs of review the engineer charges to Licensor, except where:

- (a) regarding Subsection 9.1(a), a Licensor approved engineer is used and compensated by the Licensee to prepare the Engineered Plans; or
- (b) regarding Subsection 9.1(b), the Licensor's contractor is used and compensated by the Licensee to prepare the Working Drawings.

9.3 In addition to the POP Space Fee, the Licensee agrees to reimburse the Licensor for costs of other similar services reasonably required in connection with the installation and operation of the Licensee Equipment, as agreed to by the parties.

9.4 Any costs reasonably incurred by the Licensor as provided in Sections 9.2 and 9.3 shall be consistent with telecommunications industry standards.

9.5 The Licensee agrees to pay the Licensor for security escorted access to the Pathways, if requested by the Licensor, and as consistently applied by the Licensor to all utilities and persons accessing the Building's Pathways, within sixty (60) days of receipt of an invoice from the Licensor. Such fees shall be cost based and shall not be charged if recovered by the Licensor from the tenants or occupants of the Building.

10. Building Access Policies and Procedures

- 10.1 The Licensee agrees to abide by the Licensor's Building Rules and Regulations, as may be amended by the Licensor from time to time, acting reasonably and consistent with its obligations hereunder, upon sixty (60) days notice to Licensee, which notice shall include a copy of the amended Rules and Regulation.
- 10.2 The Licensee agrees to abide by the Licensor's security procedures which shall be consistently applied by the Licensor to all persons accessing the Building, as attached hereto as Schedule "D".
11. Licensee Representations, Warranties and Covenants
- 11.1 Licensee represents and warrants:
- (a) that this License constitutes a legal and binding obligation of the Licensee enforceable against the Licensee in accordance with its terms, except as may be limited by the laws of bankruptcy, the laws affecting the rights of creditors and the jurisdiction of any Court or the CRTC; and
 - (b) subject to the terms and covenants contained in this License, the Building, Pathways and Lands are accepted by the Licensee on an as is basis.
- 11.2 Licensee covenants:
- (a) to pay the Fees on the Commencement Date and thereafter as required by this License;
 - (b) to observe and perform all of its obligations set forth herein;
 - (c) to install, operate, maintain, repair, remove and replace the Licensee Equipment in a safe and proper condition and in accordance with telecommunication industry standards;
 - (d) to install the Licensee Equipment in accordance with the Working Drawings or Engineered Plans as approved or amended by the Licensor as required hereunder;
 - (e) to reasonably limit space required by the Licensee Equipment and to cooperate with the Licensor and any other LEC to accommodate any other LEC in available space in the Building so as to minimize impact on the Building;

- (f) that any consent or approval of the Licensee pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed;
- (g) to abide by all Applicable Laws;
- (h) to repair, at its sole expense, any damage to the Building, Pathways and Lands, where the damage is caused by the Licensee, its employees, agents, contractors and those for whom it is responsible in law;
- (i) not to block access to, or obstruct or hinder the use of the Building's loading docks, halls, stairs, elevator, entranceways or sidewalks around the Building during construction or otherwise; and
- (j) that any installation construction, maintenance, repair, removal or replacement by the Licensee of the Licensee Equipment shall be performed in a neat, responsible, good and workmanlike manner.
- (k) restore any other portions of the Building (outside of the POP Space) damaged by the installation/removal of the Licensee Equipment (which for greater clarity, shall not include IBW) at the expiration or earlier termination of the Term, as set out in Section 24 of this License provided it is not in use for servicing any Customer of Licensee.

12. Licensor's Representations, Warranties and Covenants

12.1 Licensor represents and warrants that:

- (a) it has sufficient right, title and interest in the Building and Lands to grant this License; and
- (b) this License constitutes a legal and binding obligation of the Licensor enforceable against the Licensor in accordance with its terms, except as may be limited by the laws of bankruptcy, the laws affecting the rights of creditors and the equitable jurisdiction of any Court or CRTC, as applicable.

12.2 Licensor covenants

- (a) the use and access by the Licensee of the POP Space shall be unencumbered;

- (b) to observe and perform all of its obligations set forth herein;
- (c) to operate, repair and maintain the Building and Building systems and the Lands in a safe and proper operating condition and in accordance with accepted building industry standards;
- (d) to not enter the POP Space unaccompanied by a representative of the Licensee except in the case of a Real or Apprehended Emergency;
- (e) that any consent or approval of the Licensor pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed;
- (e) to cooperate with the Licensee in obtaining all necessary consents, permits and authorizations as may be required by any federal, provincial and municipal or other governmental authority having jurisdiction over the Licensee's construction, installation, connection, testing, operation, maintenance, repair, modification, disconnection, replacement and removal of the Licensee Equipment, and the provision of the Licensee Services. To this end, the Licensor will, without restricting the generality of the foregoing, execute, in a timely fashion, all necessary authorizations to enable the Licensee to obtain building permits, plans, drawings, site plan approvals and zoning and bylaw amendments and variances, and other similar matters and to obtain the release of any information with respect to the POP Space, Building or Lands from any person; and
- (f) to abide by all Applicable Laws.

13. Insurance

13.1 Licensee will, without limiting its obligations or liabilities under this License, at its own expense, obtain and maintain, during the Term or any renewal:

- (a) Commercial General Liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death, legal liability and property damage including contingent employer's liability, contractual liability and non-owned automobile liability relating to Licensee's use and occupation of the POP Space, the Building and the Lands pursuant to this License. The required insured amount shall be composed of any combination of primary and excess (umbrella) insurance policies. Such insurance shall name Licensor

as an additional insured limited to the extent of the negligence of Licensee or those for whom Licensee is responsible in law and include both cross-liability and severability of interest clauses Licensor shall be added as an additional insured, but solely to the extent arising out of the negligence of the Licensee, its employees, agents and contractors.

- (b) "All risks" property insurance in an amount not less than the replacement cost of Communications Equipment in the POP Space. Licensee shall arrange for its property insurers to waive their subrogation rights against Licensor.
- (c) Boiler and Machinery insurance for electrical and mechanical breakdown of heating, ventilation and air conditioning machinery and equipment of the Licensee.
- (d) the Licensor shall be added as an Additional Insured to the Licensee's commercial general insurance policy as it relates to the Building as defined in this License.

Licensee shall provide Licensor with a certificate evidencing the insurance required above, as well as any renewal certificates thereafter for the duration of the Term or any renewal thereof recording that Licensor shall receive thirty (30) days written notice prior to cancellation to the detriment of Licensor.

13.2 Licensor will, without limiting its obligations or liabilities under this License, at its own expense, obtain and maintain during the Term or any renewal:

- (a) Commercial general liability insurance in an amount not less than Five Million (\$5,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage relating to Licensor's ownership, use, occupation, operation, management and/or maintenance of the Building, POP Space and Lands. The required insured amount for comprehensive general liability shall be composed of any combination of primary and excess (umbrella) insurance policies.
- (b) "All risks" property insurance in an amount not less than the replacement cost of the Building.
- (c) Boiler and machinery insurance for electrical and mechanical breakdown of heating, ventilation and air conditioning machinery and equipment in the Building.

14. Liability and Releases

14.1 In no event will either party be liable for any indirect, special, incidental or consequential damages, including loss of revenue, loss or profits, loss of business opportunity or loss of use of any facilities or property, even if advised of the possibility of such damages.

14.2 Releases

(a) Subject to subsections (b) and (c) below, each of Landlord and Tenant hereby releases the other and waives all claims against the other and those for whom the other is in law responsible with respect to damage to property insured against or required to be insured against by the releasing party.

(b) This release extends to any acts or omissions of each party, but not to any grossly negligent or wrongful, willful acts or omissions of such party.

(c) Such release and waiver shall be effective only to the extent of proceeds of insurance received by the releasing party and proceeds which would have been received if the releasing party obtained all insurance required to be obtained by it under this Lease and for this purpose deductible amounts shall be deemed to be proceeds of insurance not received.

(d) Notwithstanding anything to the contrary in this Section, the Landlord and Tenant shall each be liable to any third person (being any person other than the Landlord or Tenant) to the extent of their respective fault or negligence.

15. Construction

15.1 Subject to Section 16.1, the Licensor acknowledges and agrees that the Licensee shall not be charged for any costs associated with the construction, maintenance, operation or repair of the MTR or Pathways of the Building or the Lands.

15.2 In the event the Licensee wishes to install Licensee Equipment during the construction of the MDU, the Licensor shall give reasonable access to the Licensee or its agents or contractors for the installation of the Licensee Equipment. Prior to access to install any Licensee Equipment, the Licensee shall provide the Licensor with notice of its intention to provide Licensee Services. Upon receipt of such notice, the Licensor shall within ten (10) Business Days provide the Licensee with suitable copies of site plans to enable the Licensee to develop an installation plan for the installation of the Licensee Equipment. The Licensee shall submit Working Drawings or Engineered Plans if requested by the Licensor, for approval by the Licensor and the Licensee agrees to pay to the Licensor any costs reasonably incurred by the Licensor for the approval of such

- Working Drawings or Engineered Plans. Any costs of approval of such Working Drawings or Engineered Plans, if required, shall be in accordance with Section 9.2.
- 15.3 Upon agreement by the parties that the Licensor shall install the Licensee Equipment as requested by the Licensee, the Licensee shall be responsible for such installation costs plus an administration fee equal to fifteen (15) percent of the actual installation costs .
 - 15.4 The Licensee agrees to provide to the Licensor, Working Drawings or Engineered Plans for that Communications Equipment requiring connection or attachment to the base Building systems, or material installations of Connecting Equipment, for the approval of the Licensor. Any costs of approval of such Working Drawings or Engineered Plans, if required, shall be in accordance with Section 9.2.
 - 15.5 The Licensee shall, at its sole cost and expense, prior to undertaking construction and other work in the Building, Lands and Pathways, obtain any necessary, consents, approvals, permits and authorizations of any federal, provincial, municipal or other governmental authority having jurisdiction.
16. Construction and Provision of Additional Facilities
 - 16.1 In the event the Licensee requests the Licensor to construct or provide facilities such as floor space, ventilation or any other building facilities, beyond those provided in the normal course of constructing an MDU, the Licensee shall reimburse the Licensor for costs incurred by the Licensor for the provision, installation, construction of such facilities, on a cost basis plus an administration fee equal to twenty (20) percent of the actual costs incurred by the Licensor for the provision, installation, construction of such facilities.
17. Installation of In-building Wire
 - 17.1 The Licensee shall, have the option to install IBW or upgrade its IBW and related facilities within the Building at its sole cost. The Licensor shall provide reasonable access to the Licensee as required, to carry out the work of installing or upgrading the IBW, provided that the Licensee provide the Working Drawings as required by Subsection 9.1 (b) or (c), for the approval of the Licensor.
 - 17.2 Both parties agree that any IBW installed subsequent to the signing of this License shall be labeled at the MTR, with respect to identification and

safety, in accordance with accepted telecommunication industry standards.

- 17.3 If there is insufficient space in the Pathways to install IBW, the Licensee shall be permitted to construct additional riser space, at the sole cost of the Licensee, if such space can be accommodated within the Building as determined by the Licensor acting reasonably, or upgrade or replace existing IBW such that existing Pathways may be used more efficiently.

18. Industry Standards

- 18.1 Connecting Equipment installed by either the Licensee or Licensor shall, at a minimum, meet accepted telecommunication industry standards.

19. Riser management

- 19.1 The Licensor acknowledges and agrees with the Licensee that:

- (a) the Licensee shall not be required to use the RMS of the Owner, or any other third party or any RMC for any IBW regardless of who has responsibility or control of IBW. unless agreed to in writing by the Licensee in its sole discretion. In the event the Licensee does not use the RMS then the Licensor and those for whom it is responsible for in law shall not interfere with the Licensee's access to and use of Cable;
- (b) should the Licensee elect in writing to use the RMS of the Licensor the Licensee agrees to pay the Licensor a fee for such usage, which shall be cost based, such costs to be reasonably incurred;
- (c) in the event RMS are provided by the Licensee any other LEC has the sole option of using these services; and
- (d) any clean-up and inventorying of IBW that is under the responsibility and control of the Licensee shall be mutually agreed to by the parties in writing.

20. Assignment, Sublicensing and Sharing of Space and Equipment

- 20.1 The Licensee may assign this License with the prior written consent of the Licensor not to be unreasonably withheld or delayed, provided that the Licensee may without the consent of the Licensor but with written notice to

- the Licensor, assign this License, to a party that is the transferee of all or substantially all of the assets of the Licensee or to an Affiliate, or by way of security to a creditor.
- 20.2 The Licensor may assign this License without the consent of the Licensee, provided that as a condition to an assignment under this Section 20.2, the assignee must enter into an agreement with Licensee on the same terms and conditions as this Agreement or consent to the assumption of the Licensor's obligations hereunder by way of a formal assignment and assumption document.
- 20.3 Notwithstanding Section 20.2, it will be a condition of any conveyance, transfer or assignment of the Licensor's interest in the POP Space, the Building or the Lands that this License will be assigned to the party in whose favour the conveyance, transfer or assignment is made and such party agrees in writing to be bound by the terms and conditions of this License. The Licensor agrees to provide a copy of the Assignment to the Licensee upon execution.
- 20.4 A change of control of the Licensor or the Licensee will not be considered an assignment for the purposes of this License.
- 20.5 The Licensor acknowledges and agrees that the Licensee is permitted to allow other LECs to connect to and use copper IBW under its responsibility and control, at no cost.
- 20.6 The Licensee shall not sub-license all or any part of the POP Space, or enter into any co-usage or sharing arrangement in respect of the POP Space or any part of it, save and except that directed by the CRTC, or any other governing body having jurisdiction, without the prior written consent of the Licensor.
21. Hazardous Substances
- 21.1 Each of the parties agree not to install, bring upon or use any hazardous substance within or on the Building except for those hazardous substances commonly used in the telecommunications or building operations industries. Any such hazardous substances or situation shall be in compliance with all Applicable Laws.

Licensee shall be solely responsible for any hazardous substance brought into the Building by the Licensee or anyone for whom the Licensee is at law responsible at any time affecting the Building resulting from any act or omission of Licensee or any other person in the POP Space or any activity or substance on the POP space during the Term, and any period prior to the Term during which the POP Space was used or occupied by or under

- the control of Licensee, and shall be responsible for the clean-up and removal of any of the same and any damages caused by the occurrence, clean-up or removal of any of the same, and Licensee shall indemnify Landlord in respect thereof.
- 21.2 The Licensor agrees to disclose knowledge of any known hazardous substances or situations existing prior to the Commencement Date. Any such substances or situations shall be in compliance with all Applicable Laws.
22. Events of Default
- 22.1 Each of the following events shall be an event of default by the Licensor or Licensee, as the case may be pursuant to the terms of this License:
- (a) the Licensee defaults in the payment of the POP Space Fee or any other sum due under this License and such default continues for more than fifteen (15) days after receipt of written notice of such default by the Licensor to the Licensee;
 - (b) either party defaults in the observance or performance of any of its material obligations under this License and such default continues for more than thirty (30) days after receipt of written notice from the non-defaulting party of such default, unless such default cannot be reasonably cured within such thirty (30) day period, in which event the period for curing such default will be extended for the period of time reasonably required to effect such cure, provided that the defaulting party promptly commences and pursues such cure with reasonable diligence immediately upon receipt of the notice; or
 - (c) either party becomes insolvent, ceases to do business as a going concern, is adjudged a bankrupt or makes an assignment for the benefit of creditors, or if a receiver or receiver-manager is appointed for that party and no steps are taken to discharge such receiver or receiver-manager, or if that party takes the benefit of any statute in force for the winding up or liquidation of corporations.
- 22.2 Upon the occurrence of an event of default pursuant to Section 22.1, the non-defaulting party may terminate this License forthwith on giving written notice to the defaulting party.

23. Rights of Termination

23.1 The Licensee may terminate this License without liability to the Licensor, if:

- (a) any structures, facilities or other works of any nature or kind whatsoever, including third party telecommunications equipment or facilities, screen, shield or interfere in any manner with the signals transmitted or received by the Licensee Equipment, provided that Licensee has provided Licensor with fifteen (15) days prior written notice of such interference and Licensor has not remedied or commenced such actions to remedy such interference within ninety (90) days or such longer period as may technically be required thereafter. At expiry of such cure period, Licensor and Licensee shall discuss commercially reasonable options to remedy such interference so that Licensee may continue to provide services to Customers. Notwithstanding the foregoing, Licensor acknowledges that Licensee shall evaluate such discussions but will have the option to terminate if there is no commercially reasonable technical solution in its sole discretion; or
- (b) In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the License granted by the Licensor under this License, the Licensor, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days after the date of damage to the Building. In the event the Licensor elects not to or is unable to repair the damage within such one hundred eighty (180) days, the Licensee shall have the right to terminate this License upon providing thirty (30) days prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with Section 24.1. The Licensee shall have no obligation to pay the POP Space Fee and any other amounts under this License during the one hundred eighty (180) days during which Licensor is deciding whether or not to attempt to repair such damage, nor during the thirty (30) day notice period, and the portion of the POP Space Fee paid by the Licensee in advance shall be refunded by the Licensor to the Licensee on a pro-rated basis to the date of damage of the Building.

23.2 Either party may terminate this License without liability to the other party, upon reasonable notice to the other in any of the following circumstances:

- (a) in the event the Licensee does not install any Licensee's Equipment in the Building;

- (b) the Licensee no longer provides Licensee's Services in the Building;
- (c) the revocation of the Licensee's LEC status by the CRTC;
- (d) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to it, all necessary consents, approvals, permits and authorizations of any federal, provincial, municipal or other governmental authority having jurisdiction over the provision of Licensee Services or any other matters required by the Licensee to provide Licensee Services; or
- (e) the Building is no longer an MDU.

Reasonable notice of either party with respect to subsections (a) and (b) above shall be three hundred sixty five (365) days following notice where the POP Space is not required by an entering LEC and one hundred eighty (180) days following notice where the POP Space is required by an entering LEC.

24. Restoration Obligations on Termination or Expiration of the License

- 24.1 Upon expiration of the License or termination in accordance with Sections 23.1 and 23.2, the Licensee agrees to remove the Communications Equipment (which shall include removing the fiber mux, fiber optic cable and coaxial cable) from the POP Space within thirty (30) days (or such period of time as is agreed to by the parties not to exceed one hundred and eighty (180) days) after receiving written notice by the Licensor requesting such removal and where applicable, repair any damage to the Building caused by such removal. If the Licensee fails to remove its Communication Equipment within the thirty (30) days as required above, the Licensor may remove such Communication Equipment and repair any damage occasioned thereby, at the sole cost and expense of the Licensee.
- 24.2 The Licensee shall not be required to remove the IBW under its responsibility and control unless the Licensee deems such IBW unusable for future use.

25. Licensor's Alterations

- 25.1 The Licensor reserves the right, upon reasonable advance notice to the Licensee, to relocate the POP Space to another area of the Building similar in size and condition to the POP Space, in which event the

Licensor will pay the costs of relocation, except where such relocation is required by Applicable Laws, provided that the Licensor acknowledges that the Licensee's obligation to provide Licensee's Services shall be paramount and further acknowledges that for any relocation Licensee may, acting commercially reasonably and in accordance with its obligations to its Customers, require the installation and activation of the Licensee's Equipment in the relocated area prior to dislocation from the existing POP Space.

- 25.2 Where a relocation is required by Applicable Laws the allocation of the cost of such relocation shall be as agreed to by the parties and if the parties are unable to agree such allocation shall be determined pursuant to Section 29.1.

26. Liens

- 26.1 Each party shall be responsible for the satisfaction or payment of any liens for any provider of works, labour or materials, or services claiming by, through or under such party regarding each party's interest pursuant to this License. Upon notice from the other party any lien shall be removed within ten (10) Business Days of the request by the other party, by payment of sufficient money to the Court to obtain the removal of such lien.

27. Interference

- 27.1 The Licensee Equipment and the equipment of those who the Licensee controls and is responsible for at law, shall not interfere with the use and enjoyment of the Building by the Licensor, or Building tenants or occupants. If such interference shall occur, the Licensor shall give the Licensee fifteen (15) days written notice thereof and the Licensee shall use commercially reasonable efforts to correct the same, forthwith after receipt of such notice, within ninety (90) days or the time frame as technically dictated by the nature of the interference. At expiry of such cure period, the Licensee shall either have (a) cured or commenced to cure said interference and communicated such action or intended course of action to the Licensor; or (b) Licensor and Licensee shall discuss commercially reasonable options to remedy such interference. If such interference can be corrected by Licensee as determined by the parties as a result of discussions provided for in 27.1(b) and is not corrected forthwith by the Licensee as provided herein, or if the parties cannot agree on commercially reasonable actions to correct such interference to the satisfaction of both parties, Licensor and/or Licensee may terminate this agreement.

- 27.2 The Licensor's Building systems or any of the tenants or occupants and anyone in the Building for whom the Licensor controls and is responsible at law shall not interfere with the provision of Licensee Services. If such interference shall occur the Licensee shall give the Licensor written notice thereof and the Licensor shall use commercially reasonable efforts to correct same forthwith after receipt of such notice within the time frame as dictated by the nature of the interference. In the event the Licensor fails to correct such interference after using reasonable commercial efforts after written notice, the Licensor shall use its best efforts to correct such interference forthwith. If such interference is not corrected after the best efforts of the Licensor, the resolution of such interference shall be determined pursuant to Section 29.1.
- 27.3 In the event interference is caused by a party to this License the party which did not cause the interference shall be entitled to recover the cost of detection and rectification of the interference from the other party.
28. Governing Law
- 28.1 The construction, interpretation and performance of this License shall be in accordance with the laws of the Province in which the Building is located and the laws of Canada applicable therein.
29. Dispute Resolution
- 29.1 The parties agree to use commercially reasonable efforts to resolve any dispute, failing which any party may refer the dispute, or the application or performance or obligations of the parties to this License to the CRTC or a Court of competent jurisdiction.
30. Applicable Law
- 30.1 This License, including the actions and obligations of the parties are subject to all Applicable Laws.
31. Severability
- 31.1 Should any provision of this License be illegal, unenforceable, or inconsistent with Section 30.1, that provision shall be considered separate

and severable from the remaining provisions of this License and the remaining provisions shall remain in force and be binding upon the parties.

32. CRTC

- 32.1 The parties hereto acknowledge and agree that the Licensee and the provision of Licensee Services are subject to compliance with the orders, decisions including the Decision, guidelines, rules, regulations and directions (collectively, the "Order") of the CRTC. In the event the CRTC issues any Order in respect of the subject matter of this License, and such Order affects the rights and/or obligations of either party, such party shall be entitled to require that this License or portions thereof, as required, be amended in a reasonable manner so as to give effect to such Order and in the event the parties cannot agree upon the appropriate amendment required to make this License consistent with any CRTC Order, then such amendment required shall be determined by the CRTC. Notwithstanding anything contained in this License, in no event shall this License be interpreted as limiting the rights of the Licensee or the Licensor, to avail itself of the provisions of the *Telecommunications Act*.

33. Interest

- 33.1 In the event any Fee is not paid within the time period required by this License, in addition to any other rights and remedies available to the Licensor in law or equity, the Licensor shall be entitled to recover all accrued but unpaid Fees together with interest thereon at a rate equal to two percent (2.0%) per annum above the prime commercial loan rate most recently published by the Licensor's principal bank.

34. Force Majeure

- 34.1 Without limiting or restricting the applicability of any Applicable Law governing frustration of contracts, in the event either party fails to meet any of its obligations under this License within the time prescribed as a result of Force Majeure, such failure shall be deemed not to be a breach of the obligations of such party under this License, and the time for the performance of such obligation shall be extended accordingly as may be appropriate under the circumstances.

35. Notice

- 35.1 Any notice or demand by or from the Licensor to the Licensee, or by or from the Licensee to the Licensor, shall be in writing and shall be deemed given upon (a) personal delivery to the addressee, (b) five (5) days after sending by registered mail, postage prepaid, return receipt requested, or (c) successfully sent by facsimile during normal business hours. Until notified otherwise, the addresses and facsimile numbers for delivery of notice are (subject to change from time to time which shall be evidenced as an amendment to this License to be evidenced in writing and executed by both parties):

In the Case of the Licensor:

Medallion Corporation as Authorized Agent for 505 Consumers Road
Limited
970 Lawrence Avenue, West
Suite 304
Toronto, Ontario. M6A 3B6

Fax:

Attention: Director, Commercial Leasing & Operations

In the Case of the Licensee:

SNC Lavalin Nexacor
87 Ontario Street West, 2nd Floor
Montreal, Quebec H2X 1Y8

Fax:

Attention: Director of Realty Transactions and Director of Lease
Administration

36. Disclosure

- 36.1 Both parties acknowledge that the terms and conditions of this License, including Fees, shall be made available on the website of the Licensee. The Licensee shall remove all end user information, wiring maps and building plans from the License that is posted to the website.

37. Currency

- 37.1 All amounts contained in this License are in Canadian dollars.

The parties hereto have executed this License as of the day and year first above written.

**Medallion Corporation as Authorized Agent
for 505 Consumers Road Limited**

Per: _____
Name:
Title:

I am authorized to bind the Licensor

Bell Canada

Per: _____
Name:
Title:

I am authorized to bind the Licensee

Schedule "A"

DESCRIPTION OF LANDS

(insert legal description of Lands)

Schedule "B"

DESCRIPTION OF POP SPACE LOCATION

505 Consumers Road, Toronto

Schedule "C"

BUILDING RULES AND REGULATIONS

RULES AND REGULATIONS

1. **Definition** - In these rules and regulations, "Licensee" includes the employees, servants, agents, invitees, subtenants and licensees of the Licensee and others over whom the Licensee can reasonably be expected to exercise its control.
2. **Common Elements** - The Licensor reserves entire control of the Common Elements and will maintain them in such manner as it deems best for the benefit of the tenants generally. The Licensor reserves the right to restrict and regulate the use of the Common Elements by the Licensee and by persons making deliveries to the Licensee.
3. **Smoking** - Smoking is not permitted in the Common Elements, except as may be otherwise designated. The Licensor shall have the right, in its sole discretion, to determine whether any designated smoking area shall be established, and the size and location of any such area.
4. **Obstructions** - The sidewalks, driveways, entrances, vestibules, passages, corridors, halls, parking areas, elevators and stairways ("Common Elements") shall not be encumbered or obstructed by the Licensee or be used by it for any purpose other than for entrance to and exit from the Building.
5. **Deliveries** - The Licensee shall not permit the parking of delivery vehicles so as to interfere with the use of any driveway, walkway, parking area, or other Common Elements. The Licensee shall ensure that deliveries of materials and supplies to the Building are made through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in or to the Building caused by any person making such deliveries. The Licensor reserves the right to remove at the expense and risk of the owner any vehicle not using designated "Vehicle Standing" areas.
6. **Security** - The Licensor may from time to time adopt appropriate systems and procedures for the security and safety of the Building including restricting access during non-business hours and the Licensee shall comply with the Licensor's reasonable requirements relating thereto.
7. **Locks** - No additional locks or bolts of any kind shall be placed by the Licensee upon any of the doors or windows of the POP Space, nor shall any changes whatsoever be made to existing locks or the mechanics thereof except by the Licensor at its option. The Licensee shall not permit any duplicate keys to be made, but additional keys as reasonably required shall be supplied by the Licensor when requested by the Licensee in writing and at the Licensee's expense. Upon termination of the Licensee's lease, the Licensee shall surrender to the Licensor all keys to the POP Space and other part or parts of the Building together with any parking passes or other devices permitting entry.
8. **Antennae** - The Licensee shall not mount or place an antenna or aerial of any nature on the exterior of the POP Space or Building.
9. **Garbage** - The handling and disposal of garbage shall comply with arrangements prescribed by the Licensor from time to time. No disproportionate or abnormal quantity of waste material shall be allowed to accumulate in the POP Space and the cost of removal or clearing in excess of such normally provided Service may be charged to the Licensee.
10. **Repairs, Alterations and Improvements** - The Licensee shall carry out repairs, maintenance, alterations and improvements in the POP Space only during times agreed to in advance by the Licensor and in a manner which will not interfere with the rights of other Licensees in the Building.
11. **Maintenance** - The Licensee will provide adequate facilities and means to prevent the soiling of walls, floors and carpets in and abutting the POP Space whether by shoes, overshoes, any acts or omissions of the Licensee or otherwise.
12. **Installations and Wiring** - The Licensee shall not mark, paint, drill into or in any way deface the walls, ceilings, partitions, floors or other parts of the POP Space and the Building except with the prior written consent of the Licensor and as it may direct. If the Licensee desires electrical or communications connections, the Licensor reserves the right to direct qualified persons as to where and how the wires should be introduced, and without such directions, no boring or cutting for wires will take place. No gas pipe or electric wire will be permitted which has not been ordered or authorized in writing by the Licensor.
13. **Heating Air Conditioning and Plumbing Systems** - The Licensee shall not attempt any repairs or alterations or modifications to the heating, air conditioning or plumbing systems.
14. **Water Fixtures** - The Licensee shall not use the plumbing facilities for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the Licensee shall pay the cost of any breakage, stoppage or damage resulting from violation of this provision.

15. **Personal Use of POP Space** - The POP Space shall not be used for residential, lodging or sleeping purposes or for the storage of personal effects or property not required for business purposes as permitted under the License Agreement.
16. **Solicitations**- The Licensor reserves the right to restrict or prohibit canvassing, soliciting or peddling in the Building.
17. **Heavy Articles** - The Licensee shall not, in the POP Space or the Building, bring in, take out, position, construct, install or move any safe, business machinery or other heavy machinery or equipment or anything liable to injure or destroy any part of the Building without the prior written consent of the Licensor. In giving such consent, the Licensor shall have the right, in its sole discretion, to prescribe the permitted weight and the position thereof, and the use and design of planks, skids or platforms required to distribute the weight thereof. All damage done to the Building by moving or using any such heavy equipment or machinery shall be repaired at the expense of the Licensee. The moving of all heavy equipment or other machinery shall occur only by prior arrangement with the Licensor.
18. **Bicycles and Animals** - The Licensee shall not bring any animals or birds into the Building, and shall not permit bicycles or other vehicles inside or on the sidewalks outside the Building except in areas designated from time to time by the Licensor for such purposes.
19. **Furniture and Equipment** - The Licensee shall ensure that furniture, equipment and fixtures being moved into or out of the POP Space are moved through such entrances, elevators and corridors and at such times as may from time to time be designated by the Licensor and shall promptly pay or cause to be paid to the Licensor the cost of repairing any damage in the Building caused thereby.
20. **Heating** - The Licensee shall not use any means of heating or cooling the POP Space other than that provided by or specifically otherwise permitted by the Licensor.
21. **Undue Electrical Loads, Heat, Vibration** - No material or equipment which could cause undue loads on electrical circuits, or undue vibration, heat or noise shall be brought into the Building or used therein by or on behalf of the Licensee, and no machinery or tools of any kind shall be affixed to or used in the POP Space without the prior written consent of the Licensor.
22. **Fire Regulations** - No Licensee shall do or permit anything to be done in the POP Space or Building or bring or keep anything therein which will in any way increase the risk of fire, or obstruct or interfere with the rights of other Licensees, or violate or act at variance with the laws relating to fires or with the regulations of the Fire Department or the Board of Health. The Licensee shall cooperate in any fire drills and shall participate in all fire prevention or safety programs designated by the Licensor.
23. **Flammable Materials** - No flammable oils or other flammable, dangerous or explosive materials shall be kept or permitted to be kept in the POP Space or Building.
24. **Notice of Accidents** - The Licensee shall give immediate notice to the Licensor in case of fire or accident in the POP Space or in the Building, or in case of defects therein or in any fixtures or equipment thereof, notwithstanding the Licensor may have no obligations with respect thereto.
25. **Dangerous or Immoral Activities** - The Licensee shall not make any use of the POP Space which could result in the risk or injury to any person, nor shall the POP Space be used for any immoral or criminal purpose.
26. **Proper Conduct** - The Licensee shall not perform any acts or carry on any practice which may damage the Common Elements or be a nuisance to any other Licensee in the Building.
27. **Additional Rules and Regulations** - The Licensor shall have the right to make such other and further reasonable rules and regulations as in its sole judgment may from time to time be necessary or of benefit for the safety, care, cleanliness and appearance of the Project, and for the preservation of good order therein.
28. **No Smoking Policy** - Pursuant to the By-Laws for the City of Toronto, the building has been declared a "Smoke Free" facility and as such the Licensee shall ensure that all employees, invitees and visitors shall comply with this regulation and smoke only in areas as may be designated or eliminated from time to time, by the Licensor.

Schedule "D"
SECURITY

Schedule "E"

TERM

1. The grant of this License is for the term of five (5) years commencing on the sooner of: (i) the Effective Date; or (ii) the date the Licensor provides its final approval of the Engineered Plans or Working Drawings, as applicable, for the installation of the Communications Equipment.

Schedule "F"

POP SPACE AND POP SPACE FEE

1. The POP Space is deemed to contain no less than 60 square feet.
2. Licensee shall pay to Licensor an annual POP Space Fee, to be paid in advance in equal yearly installments on the first day of each lease year during the Term, as follows:

Year 1 \$1,625.00 per annum

Year 2 \$1,625.00 per annum

Year 3 \$1,625.00 per annum

Year 4 \$1,625.00 per annum

Year 5 \$1,625.00 per annum

The Licensor's GST number is 870108313.

Schedule "G"**Hydro Consumption**

Licensee shall pay to Licensor an annual fee for hydro consumption, to be paid in advance, on the first day of each lease year during the terms as follows:

Year 1 \$250.00 per annum

Year 2 \$250.00 per annum

Year 3 \$250.00 per annum

Year 4 \$250.00 per annum

Year 5 \$250.00 per annum

For the purpose of hydro reconciliation the Licensor and Licensee agree that the date shall be on or about October 31st of each year.