

ABRIDGED

TELECOMMUNICATIONS LICENCE AGREEMENT

for

5000 Yonge Street, Toronto, Ontario

Between

Bell Canada (the “Licensee”)

And

Menkes 5000 Yonge Office Inc.

and Transamerica Life Canada (collectively the “Licensor”)

TELECOMMUNICATIONS LICENCE AGREEMENT
(Licence Agreement No.: 5000-1-03)

This **Telecommunications Licence Agreement** (the "Agreement") made as of this 1st day of January, 2004, between Menkes 5000 Yonge Office Inc. and Transamerica Life Canada, ("collectively the Licensor"), and Bell Canada_, ("the Licensee").

WHEREAS Licensor is the owner of the building commonly known as 5000 Yonge Street, located at Toronto, Ontario (the "Building"); and

WHEREAS Licensee is authorized to provide telecommunications services under the conditions described herein and that it has full authority without further consent from any other party to negotiate and execute this Agreement with Licensor.

NOW THEREFORE, in consideration of the mutual covenants herein expressed and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensee and Licensor agree as follows:

1. Grant

(a) Licensor hereby grants to Licensee a non-exclusive Licence:

(i) To install, maintain, operate, repair, replace, and remove, at Licensee's sole expense and risk, certain communications equipment defined as the cabinets, racks, and other electronic equipment specified in Schedule A, ("Communications Equipment") on and in the Equipment Room (as hereinafter defined);

(ii) To install, maintain, operate, repair, and replace at Licensee's sole expense and risk, certain connecting equipment being the cables, conduits, inner ducts and connecting hardware as specified and described in Schedule A, ("Connecting Equipment") together with the right to pull such Connecting Equipment from the road allowance to and through the Building's "Entrance Link" (defined as the core sleeve penetration through the Building foundation) and through other "Building Communications Spaces" (defined as the telecommunications pathways necessary to reach from the Entrance Link to Licensee's Equipment Room in the Building and from the Equipment Room to Licensee's customers, as described in Schedule C) as may be necessary to provide telecommunications services to Licensee's customers. Licensee's Communications Equipment and Licensee's Connecting Equipment are collectively referred to in this Agreement as "Licensee's Equipment"; and

(iii) Licensor shall permit use of existing Building Entrance Link.

(b) Licensor shall provide approximately 60 square feet of backboard space with associated work area and 25 square feet of gross floor space in the Building (the "Equipment Room"), together with the right to install panel boxes in utility closets on various floors in the locations designated in Schedule B. The Equipment Room will be used by Licensee as the Building service site, and for only that purpose. The Licensee is expressly permitted to serve other properties from this location without the prior permission of the Licensor.

(c) Licensor shall have the right in its sole and reasonable discretion to reasonably limit the type, size and location of Licensee's Equipment located in the Building.

- (d) Licensor makes no warranty or representation that the Equipment Room, the Building Communications Spaces or the Building are suitable for Licensee's use, it being assumed that Licensee has satisfied itself thereof.
- (e) The Licence granted herein is not exclusive. Licensor hereby reserves the right to grant, renew or extend similar Licences to others provided such grants do not interfere with Licensee's rights
- (f) In consideration of: (i) the grants given by the Licensor to the Licensee in Sections 1(a) and (b) above, and (ii) Licensor's covenant to use best efforts to provide advance notice of any new tenant or lease arrangement at the Building, the receipt and sufficiency of which are hereby acknowledged, the Licensee agrees to:
- i. install at its sole cost, a basic copper wire infrastructure in the Building which shall include backboard layouts for the Equipment Room(s) in such a manner as to allow access by all telecommunication carriers (the "**Copper Infrastructure**"); provided that: (A) where the tenant or occupant in the Building purchases telecommunication services from a supplier other than the Licensee, and (B) such tenant or occupant in the Building requests extra copper wire or facilities in addition to the Copper Infrastructure from Licensee (the "**Additional Wire**"), then nothing in this Agreement limits the Licensee's right to charge a tenant or occupant in a Building applicable fees for the Additional Wire .

2. Term

(a) The term of this Agreement shall be Five (5) years ("Initial Term") commencing on the 1st of January 2004, (the "Commencement Date") and subject to earlier termination in accordance with the provisions hereof. This Agreement may be optionally renewed for 2 additional terms subject to providing 60 days notice prior to the expiration of each Term that Bell wishes to exercise this option.

3. Electric Utilities

Licensee may use the Building's electrical power and connect Licensee's Equipment thereto at no charge provided the electrical power drawn does not exceed a 15 amp service. Otherwise, Licensee shall install, at its own cost, a separate electrical panel and meter for the Equipment in the Equipment Room and shall be responsible to the local electric utility for the electrical costs attributable to the use of such Equipment. Licensor shall use reasonable efforts to notify Licensee in advance of any planned utility outages that may interfere with Licensee's use.

Licensee further agrees that the Licensor has no obligation or responsibility to provide emergency or "backup" power to Licensee, and Licensee acknowledges that any such provision of emergency or "backup" power shall be the sole responsibility of Licensee.

4. Construction

(a) Prior to the commencement of the initial installation of Licensee's Equipment, Licensee shall, at its sole cost and expense, prepare and deliver to Licensor working drawings, plans and specifications for such work or installation, detailing the type, size and location of Licensee's Equipment, the Building Communication Spaces to be used by

Licensee and the Equipment Room, all specifically describing the proposed construction and work. No work shall commence until Licensor has approved, in writing, such working drawings, plans and specifications, and any other applicable construction or installation plans, which approval will not be unreasonably withheld or unduly delayed. Approval or disapproval and required changes shall be delivered to Licensee within ten (10) working days after the receipt of such plans from Licensee. In no event shall Licensor's approval of such plans be deemed a representation that Licensee's Equipment will not cause interference with other systems in the Building. For any cabling or equipment to be installed subsequent to the initial installation to service an existing or prospective customer, Licensee agrees to submit a sketch to the Licensor showing the type, size and location of equipment or cable installation. Licensor agrees to give its approval or disapproval with reasons within 10 working days of request thereof.

(b) Licensee warrants that the installation of Licensee's Equipment shall be in strict compliance with the approved plans and specifications.

(c) Licensee agrees that installation and construction shall be performed in a neat, responsible, and workmanlike manner, using generally accepted construction standards, consistent with such reasonable requirements as shall be imposed by Licensor from time to time through its "**Access & Security Policy**" included as Schedule E of this agreement Licensee shall, at its sole cost and expense, repair or refinish any surface of the Building that is damaged by or during the installation of Licensee's Equipment and caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expenses incurred in such repair or refinishing including Licensor's administration fee plus 15%.

(d) Licensee shall label each cable placed in the telecommunications pathways, in each utility closet through which said cables pass, with identification information including, but not limited to, floor where cable originates and floor where cable terminates, and any other information as may be reasonably required by Licensor's Building Rules as provided to the Licensee from time to time.

(e) Licensee shall obtain, at its sole cost and expense, prior to construction and work, any necessary governmental permits, licences and approvals, copies of which will be delivered to Licensor prior to commencement of construction and work. Licensee's Equipment shall comply with all applicable safety standards, as modified from time to time.

(f) Licensee shall not during construction or otherwise, in Licensor's sole and reasonable judgment, block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, the sidewalks around the Building or any entrance ways thereto. If such conditions shall occur, Licensee shall take corrective action as promptly as feasible, but in no event more than twenty four (24) hours following notice by Licensor of such conditions.

(g) Licensee shall have the right to amend Schedules A and C, from time to time, with the prior written consent of Licensor, which consent shall not be unreasonably withheld, for the purpose of serving additional Building tenants. All terms and conditions of this Paragraph 5 shall apply mutadis mutandis.

5. Licensee's Covenants

(a) Licensee has inspected the Equipment Room, the Building Communications Spaces and the Building and accepts the same "as is" and agrees that Licensor is under no obligation to perform any work or provide any materials to prepare the Equipment Room, the Building Communications Spaces or the Building for Licensee.

(b) Licensee shall at its sole cost and expense, install and shall thereafter, maintain Licensee's Equipment in safe and proper operating condition at all times.

(c) Licensee shall, at its sole cost and expense, repair any damage to the Building, Building Communications Spaces, and/or to any other property owned by Licensor or by any lessee or licensee of Licensor or by any other Building tenants where such damage is caused by Licensee or any of its agents, representatives, employees, contractors, subcontractors, or invitees. If Licensee fails to repair any such damage, Licensor may, in its sole discretion, repair such damage and Licensee shall forthwith upon receipt of a written invoice reimburse Licensor of all costs and expenses incurred in such repair including Licensor's administration fee plus 15%.

(d) Licensee shall not interfere with the use and enjoyment of the Building by Licensor or by other lessees, or licensees of the Licensor or other Building tenants. If such interference shall occur, Licensor shall give Licensee written notice thereof and Licensee shall use reasonable commercial efforts to correct the same within twenty-four (24) hours after receipt of such notice. In the event Licensee fails to correct such conditions after proper notification and waiting period, Licensor reserves the right to take any reasonable actions to correct the same and charge the cost of same to the Licensee including Licensor's administration fee plus 15%.

(e) Licensee's Equipment shall not disrupt, adversely affect, or interfere with other providers of telecommunications services in the Building or with any tenant's use or operation of telecommunications or computer devices operating in accordance with Industry Canada standards. Licensee shall correct such interference within twenty-four (24) hours after receiving written notice of such interference and after such interference has been positively identified as being caused by Licensee's Equipment. Licensor reserves the right to disconnect power to any such Licensee's Equipment which Licensee fails to correct after proper notification and waiting period.

(f) Licensee agrees to comply with all reasonable Building rules, as reasonably adopted and altered by Licensor from time to time, and will cause its agents, employees, contractors, invitees and visitors to do so.

(g) Licensee agrees that Licensor shall not be liable for damage to Licensee's Equipment or theft, misappropriation or loss thereof, unless due to Licensor's negligence or willful misconduct.

6. Access

(a) Subject to Subparagraph 7(b), Licensor agrees that Licensee's authorized representatives shall have access to the Equipment Room at all times save for emergencies & subject to the buildings security procedures, for the purposes of installing, maintaining, operating, supplementing and repairing Licensee's Equipment, and Licensor further agrees to give Licensee ingress and egress to the Building Communications Spaces at all times during the term of this Agreement, including non-exclusive use of an

elevator. It is agreed, however, that only authorized engineers, employees or properly authorized contractors, subcontractors, and agents of Licensee, other authorized regulatory inspectors, or persons under their direct supervision and control will be permitted to enter the Building Communications Spaces, and only upon conditions set forth herein.

(b) Except in the event of an emergency, For the purposes of performing the construction and installation activities described in Subparagraph 5(a), the Licensee agrees to give at least forty eight (48) hours notice to Licensor of its intent to enter Building Communications Spaces. At the time that such notice is given, Licensee shall inform Licensor of the names of the persons who will be accessing the Building Communications Spaces, the reasons for entry, and the expected duration of the work to be performed. Licensor shall provide such information substantially in the form attached hereto as Schedule D whenever feasible. Such notice shall not be required in the event of an emergency, or for routine service activations requiring only cross connections to be made in the Main telephone room and riser closets and where no new cabling or equipment is installed. For routine service activations and repairs, the tenant should advise the building management that they are expecting a serviceman and arrange access. In the event of an emergency, Licensee shall give to Licensor as much advance notice as reasonably possible of its intent to enter the Building Communications Spaces and, within Two (2) days following such entry, shall provide to Licensor a written report detailing the nature of such emergency, the corrective actions taken, and other such information as contained in Schedule D. A copy of the Licensee's trouble ticket shall be sufficient for this purpose.

(c) Subject to Subparagraph 7(b) Licensor and its representatives shall have the right to enter the Equipment Room for any of the following purposes; (i) to maintain the Equipment Room and the Building; (ii) to make inspection, repairs, alterations, improvements or additions, in or to the Equipment Room; (iii) to perform any acts related to the safety, protection, preservation, or improvement of the Equipment Room or the Building; and (iv) for such other purposes as Licensor deems reasonably necessary, but shall take all steps to limit interference with Licensee's operations therein.

7. Insurance

(a) Licensee shall maintain in force, at its expense, during the term of this Agreement, a policy of commercial general liability insurance issued by a company maintaining a minimum Best "A-" Rating or otherwise acceptable to Licensor with a combined single limit of Two million dollars (\$2,000,000) for injury or death or property damage, and excess umbrella liability coverage of not less than Five million dollars (\$5,000,000). Licensee shall maintain all risk property insurance on Licensee's Equipment in sufficient amounts to cover any loss thereof. The Licensor and any additional parties that Licensor may reasonably designate by written notice shall be added as additional insureds limited to the extent of negligence of Licensee, its employees, its agents and/or its contractors.

(b) Licensee's insurance shall contain provisions providing that such insurance shall be primary insurance insofar as Licensor and Licensee are concerned, with any other insurance maintained by Licensor being excess and non-contributing with the insurance of Licensee required hereunder and providing blanket contractual liability coverage. Licensee shall provide proof of such insurance to Licensor through issuance of an insurance certificate at the Building office prior to commencement of any construction and to notify Licensor, in writing, that a policy is due to be cancelled and not be renewed to the detriment of Licensor at least 30 days prior to such cancellation.

8. Indemnification

Licensee shall indemnify and save harmless Licensor from and against all actions or causes of action, damages, loss, expenses, liabilities, fines, suits, claims, demands and actions of any kind or nature which Licensor may sustain or to which Licensor shall or may become liable for or suffer by reason of the improper use or occupation by Licensee of the Building causing injury or death to or suffered by any person or persons or any property arising from the negligence or wilful misconduct of the Licensee or persons for whom the Licensee is responsible at law; such indemnification in respect of any such damage to property injury or death, improper use or occupation of the Building occurring during the Licence Term and all renewals thereof shall survive any termination of this Licence. Notwithstanding anything else contained herein, the liability shall(i) exclude consequential damages, economic loss, loss of profits, indirect damages, or any punitive, special or exemplary damages of any kind incurred by Licensor whatsoever.

9. Liens

Licensee shall not suffer or permit any construction or other liens ("Liens") to be filed or placed or exist against the title of the lands on which the Building is situated by reason of work, labour, services or materials supplied to Licensee. If any such Lien attributable to work done by or at the request of Licensee shall at any time be filed against the Building, Licensee shall cause the same to be discharged from title within twenty (20) days after the date Licensee is notified of the filing. If Licensee shall fail to discharge such Lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, but shall not be obligated to, discharge the same such Lien by deposit in court or bonding. Any amount paid by Licensor for any of the aforesaid purposes and all legal or other expenses of Licensor including all counsel fees, in defending any such action or in or about procuring the discharge of such Lien, with all necessary disbursements in connection therewith, together with interest thereon at the then current prime rate of interest (charged by Licensor's bank) plus 2% from the date of payment shall be repaid by Licensee to Licensor on demand.

10. Relocation of Licensee's Equipment or Equipment Room

In the event that Licensor requires Licensee to relocate Licensee's Equipment and/or the Equipment Room, Licensee shall within ninety (90) days either: (i) terminate this Agreement upon written notice to Licensor without penalty; or (ii) relocate the Licensee's Equipment at Licensee's expense and/or the Equipment Room (the time period for relocation shall be extended to one hundred twenty (120) days if Licensee has begun but not yet completed the relocation within the required ninety (90) day period). Licensor shall allow Licensee to perform a standard cutover procedure, if required by said relocation, which will insure that the relocated equipment is operational for service prior to discontinuing service from old service location. The Licensor shall bear the costs for relocating and extending pathways, conduit and building power to the relocation space.

11. Assignment and Subletting by Licensee

(a) Licensee shall have the right, without Licensor's consent, but upon written notification to Licensor, to assign this Licence to its lenders or any parent or subsidiary corporation or to any corporation or partnership which is, on the effective date of this Agreement, controlled by, under the control of, or under common control with Licensee or a reputable cable operator purchasing all or a material portion of Licensee's assets, unless otherwise approved in writing by Licensor acting reasonably. Except as provided in Subparagraph 12(a), Licensee shall not assign this Licence without obtaining the prior written consent of

Licensor, which consent shall not be unreasonably withheld, delayed, or conditioned. Licensee will be responsible for Licensor's legal fees.

(b) No assignment shall release Licensee from any liability or obligation under this Agreement, unless Licensor provides such release in writing.

12. Events of Default

(a) Each of the following events shall be deemed to be an event of default by Licensee under this Agreement ("Licensee Event of Default"):

(i)

(ii) Except where different cure periods are expressly provided in this Agreement to the contrary, if Licensee shall default in the observance or performance of any of Licensee's non-monetary obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Licensor to Licensee (unless such default cannot reasonably be cured within such thirty (30) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to effect such cure provided that Licensee shall promptly commence and prosecute such cure to completion with all reasonable diligence);

(iii) If there shall be interference with the telecommunications or computer equipment of Licensor or tenant of the Building or any other telecommunications or computer devices provided in the Building provided such equipment or devices affected thereby are operating in accordance with Industry Canada standards by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of Licensee's Equipment, and there is no reasonable prospect that the interference will be cured;

(iv) If Licensee shall fail to remove any hazardous materials installed or brought into the Building by or on behalf of Licensee within twenty-four (24) hours of written notice of such condition by Licensor to Licensee;

(v) The revocation of Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to regulate Licensee's provisioning of telecommunications services;

(vi) If Licensee makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal or arrangement with creditors, or steps are taken for the winding up or other termination of Licensee's existence or liquidation of its assets; and

(vii) If a trustee, receiver, receiver-manager, or similar person is appointed in respect of the assets or business of Licensee.

(b) Each of the following events shall be deemed to be an event of default by Licensor under this Agreement ("**Licensor Event of Default**")

(i) Except where different cure periods are expressly provided in this Agreement to the contrary, if Licensor shall default in the observance or performance of any of the Licensor's obligations under this Agreement and such default shall continue for more than thirty (30) days after written notification of such default by Licensee to Licensor (unless such default cannot reasonably be cured within such thirty (30) day period, in which case such cure period shall be extended for the minimum period of time reasonably required to

effect such cure provided that Licensor shall promptly commence and prosecute such cure to completion with all reasonable diligence);

(ii) If there shall be interference with the Licensee's Equipment or Services or any other telecommunications or computer devices provided in the Building affecting Licensee's Equipment by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of a third party's equipment or services which the Licensor controls or is responsible for at law, and there is no reasonable prospect that the interference will be cured;

(iii) If Licensor shall fail to remove any hazardous materials installed or brought into the Building by or on behalf of Licensor or a third party for whom the Licensor is responsible at law within twenty-four (24) hours written notice of such condition by Licensee to Licensor;

(iv) If Licensor makes an assignment for the benefit of creditors or becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors or makes any proposal or arrangement with creditors, or steps are taken on the winding up or other termination of Licensor's existence or liquidation of its assets; and

(v) If a trustee, receiver, receiver-manager, or similar person is appointed in respect of the assets or business of Licensor.

13. Termination/Remedies

(a) Upon or after the occurrence of an Event of Default, a Party shall give written notice to the other Party, setting forth the nature of the Event of Default ("**Notice of Default**"). If the Party in default fails to demonstrate within thirty (30) days after receipt of the Notice of Default that all necessary and reasonable actions to remedy the Event of Default has been taken, then the Party alleging default may elect to terminate this Agreement and it may sue for any other damages to which such Party may be entitled at law or in equity (except that no claim for fees due after the date of termination shall be made if Licensee's Event of Default is solely that listed in Subparagraph 14(a)(v).

(b) At the expiration or earlier termination of this Agreement (the "Termination Date") and subject to Subparagraph 15(c), Licensee shall, at Licensee's sole cost and expense, without liens, remove Licensee's Equipment and all of Licensee's personal property from the Building. Any property not so removed within thirty (30) days after the Termination Date may at Licensor's sole option (i) be removed and stored by Licensor at Licensee's expense or (ii) become the property of Licensor without compensation to Licensee. As of the date of such removal, neither party shall have any claim against the other, except for claims or obligations that may have arisen or accrued prior to the Termination Date or arise by reason of removal of Communications Equipment or other property removal. Licensee agrees, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Licensee's Equipment, excepting damage caused by ordinary wear and tear. If Licensee fails to repair or refinish any such damage, Licensor may, in its sole discretion, repair or refinish such damage and Licensee shall reimburse Licensor of all costs and expenses incurred in such repair or refinishing.

(c) Notwithstanding Subparagraph 15(b):

(i) Licensee's Connecting Equipment and copper in building riser cable shall remain in place for use by other local exchange carriers as stipulated in CRTC decision 2003-45.

14. Notices

Any or all notices or demands by or from Licensor to Licensee, or Licensee to Licensor, shall be in writing and shall be deemed given (a) upon personal delivery to the addressee, (b) five (5) days after being sent by prepaid mail, certified mail, return receipt requested, (c) one day after delivery by overnight delivery service, (d) on the same day if delivered by facsimile. Until notified of a different address, as provided herein, all notices shall be addressed to the parties as follows:

Licensor: Menkes 5000 Yonge
Inc. and Transamerica Life Canada
c/o Menkes Property Management
Services Ltd.
4711 Yonge Street
Suite 1400
Toronto, Ontario
M2N 7E4
Fax No. 416-491-7753

Licensee: Bell Canada
Manager Building Access
100 Borough Drive flr 3
Toronto, Ontario
M1P 4W2
Fax No. 416-296-8850

15. No Implied Waiver

The waiver by Licensor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such terms, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

16. Legal Fees

Licensor and Licensee shall each pay their own legal fees and disbursements in connection with the negotiations of this Agreement and any extension thereto.

17. Equipment to Remain Personalty

Licensee's Equipment shall remain personalty ("Personalty") of the Licensee notwithstanding the fact that it may be affixed or attached to the Building, and shall, subject to Subparagraph 15(c) during the term of this Agreement, or any extension or renewal thereof, and upon termination thereof, belong to and be removable by Licensee.

18. Severability

If any part of any provision of this Agreement or any other agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity only, and the remaining terms and conditions shall be interpreted so as to give the greatest effect possible thereto.

19. Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with the laws of the Province of Ontario.

20. Compliance with Laws

Without limiting the generality of any other covenant herein, Licensee shall, at its own cost and expense, comply with all laws, by-laws, rules and regulations of government authorities, now or hereafter in effect and shall immediately give written notice to Licensor

of the occurrence of any event constituting an offence thereunder or a breach of this provision.

21. Survival of Provisions

Subject to the terms and conditions of this Agreement, any obligation of the parties relating to monies owed, as well as those provisions relating to limitations on liability and actions, shall survive termination or expiration of this Agreement.

22. Force Majeure

(a) Whenever a period of time is herein prescribed for the taking of any action by Licensor or Licensee, Licensor or Licensee shall not be liable or responsible for, and there shall be excluded from the computation of such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials (not caused by the party seeking the benefit of this Paragraph), war, power failure, flood, natural disasters, governmental laws, regulations or restrictions, or any other cause whatsoever beyond the control of Licensor or Licensee. The provisions of this Paragraph shall not apply to the payment of fees or the payments of other monies to be paid by Licensor or Licensee under this Agreement.

(b) In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this Paragraph²⁴, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this Paragraph²⁴.

23. Acknowledgement

The Licensee acknowledges that the Building is adjacent to the Yonge Subway and as such noise, vibration, electromagnetic interference ("EMI") and stray current may be transmitted by the Yonge Subway into the Building and that neither the Licensor nor the Toronto Transit Commission or their successors or assigns accept any responsibility for any such potential noise, vibration, EMI or stray current and any damages resulting therefrom.

24. No Registration

Licensee agrees not to register this Agreement or any short form of this Agreement against the title to the Building.

25. Licence Only

This Agreement creates a Licence only and Licensee acknowledges that Licensee does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the Building, Building Communications Spaces, or Equipment Room by virtue of this Agreement or Licensee's use of the Building, Building Communications Spaces or Equipment Room pursuant hereto. Licensee further acknowledges that in no event shall the relationship between Licensor and Licensee be deemed to be a landlord-tenant relationship and that in no event shall Licensee be entitled to avail itself of any rights afforded to tenants under the laws of the Province of Ontario.

26. Successors in Licensor's Interest/Limitation of Liability

(a) The terms, covenants and conditions contained in this Agreement shall bind and enure to the benefit of Licensor and Licensee and, except as otherwise provided in this

Agreement to the contrary, their respective heirs, distributees executors, administrators, successors and assigns.

(b) The obligations of Licensor under this Agreement shall no longer be binding upon Licensor in the event that Licensor sells, assigns or otherwise transfers its interest in the Building as owner or lessee (or upon any subsequent licensor after the sale, assignment or transfer by such subsequent licensor). In the event of any such sale, assignment or transfer, such obligations shall thereafter be binding upon the grantee, assignee or other transferee of such interest, and any such grantee, assignee or transferee, shall be deemed to have assumed such obligations. A lease of the entire Building shall be deemed a transfer for the purposes of this Subparagraph.

27. Entire Agreement

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

28. Headings

The descriptive heading of this Agreement are inserted for convenience and ease of reference only and do not constitute part of this Agreement.

29. Schedules

The schedules attached hereto constitute an integral part of this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement in multiple original counterparts as of the day and year first above written.

Licensor: Menkes 5000 Yonge Inc.

Licensee: Bell Canada

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Licensor: Transamerica Life Canada

Name: _____

Title: _____

Date: _____

SCHEDULE A

COMMUNICATIONS EQUIPMENT & CONNECTING EQUIPMENT

All copper cables are 24 gauge and meet the requirements of the Canadian Elcetrical Code and the Canadian Building Code. Terminations will be on BIX 10A mounts using 1A type connectors.

SCHEDULE B - EQUIPMENT ROOM

Bell Canada maintains a separately leased equipment room on the P2 Level and extends copper feeder facilities to the P1 Main Telecommunications room and terminates on backboards in a common area accessible by all other Local Exchange Carriers . Any activity by other Carriers should be communicated to Bell Canada representatives to ensure no conflicts arise with terminations on the plywood backboards.

The sketches below represent the design layout, with final construction drawings showing as built design.

SCHEDULE C – BUILDING COMMUNICATIONS SPACES

The attached sketches represent typical backboard layouts for the communications closets where copper cable is being placed

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SCHEDULE D – ACCESS REQUEST FORM

a) Mr. or Ms. _____, of _____ (company), requests permission to access the telecommunications equipment within the Building Communications Spaces of _____ on _____ (date), at approximately _____ am/pm.

b) For the purpose of _____ (detail below if necessary). The expected number of existing Building cable pairs affected by this action is _____

c) Will new or additional equipment be located within the telephone closets? _____ (yes)(no). Please describe any new/additional equipment being placed in the telephone closet on floor(s) _____.

d) Licence Agreement # _____.

e) The expected duration of this visit is _____ (hours/days).

Licensee _____

(Name of Company)

By: _____

(Authorized Agent)

Date: _____

Schedule E Security and Access Policy

Telecommunications Infrastructure Access Policy**Overview**

Netricom has been contracted by Property Management/Owner Corporation to manage the telecommunications infrastructure (voice, data, video and automated building controls) and pathways at Building Address Street, City, Province, Canada. Netricom is responsible for maintaining an accurate inventory of that infrastructure and for supervising all requests for entry to controlled riser spaces including the Demarcation Room, Co-Location Room, The Main Telephone Room and individual Riser Rooms on each floor of the building.

All parties requiring access to the telecommunications infrastructure are required to:

- 1.01 provide a valid WSIB Certificate to telecom manager
- 1.02 provide proof of Commercial General Liability Insurance (minimum \$2,000,000),
- 1.03 provide proof of technical competence,
- 1.04 abide by the following regulations – the signature of an authorized officer of the party must sign off on this document to acknowledge acceptance of these terms.

Section A - Security

Any installing agent requesting access to the telecom rooms will follow the procedures listed below to ensure the security of all service providers' equipment and landlord's, and tenants' interest.

- A.1.01 Identification must be provided by Service Technicians upon request.
- A.1.02 A Statement of Work order (SOW) must be provided upon request stipulating the type of service being providing and for which tenant.
- A.1.03 A contact number must be shown on the SOW so that the service technician may be contacted at any time while on the premises.
- A.1.04 The landlord, tenants, or Netricom are not responsible for any tools or equipment left behind.
- A.1.05 All service technicians will respect the real estate (or equipment) of other service providers.
- A.1.06 The installing agent is responsible for any permits required.

A.1.07 The installing agent will ensure that all employees do not enter the riser rooms or communication rooms without prior authorization and the proper identification.

B. Qualifications

B.1.01 The installing agent or contractor of any backbone or horizontal communication infrastructure will be performed and certified by an approved Certified System Vendor/CSV.

C. Workmanship

All installations must be in conformance with the following standards:

C.1.01 CSA – 528 (TIA/EIA 606), Design Guidelines for Administration of Telecommunications Infrastructure of Commercial Buildings, 1997.

C.1.02 CSA – 529 (TIA/EIA 568A), Design Guidelines for Telecommunications Wiring Systems in Commercial Buildings, 1995.

C.1.03 CSA – T527 (TIA/EIA 607), Grounding and Bonding for Telecommunications in Commercial Buildings, 1994.

C.1.04 CSA – T530 (TIA/EIA 569A), Building Facilities, Design Guidelines for Telecommunications, 1997.

C.1.05 NRCC 30619, National Building Code of Canada, 1990.

C.1.06 NRCC 30621, National Fire Code of Canada, 1990.

C.1.07 NRCC 30629, Supplement to the National Building Code of Canada, 1990.

C.1.08 NRC/AT&T 555-400-021, A Guide to Premises Distribution, 1988.

C.1.09 Canadian Electrical Code, Part 1.

C.1.10 TIA/EIA TSB67, Transmission Performance Specifications for Field Testing of Unshielded Twisted-pair Cabling Systems, 1995.

C.1.11 TIA/EIA TSB72, Centralized Optical Fiber Cabling Guidelines, 1995.

C.1.12 TIA/EIA TSB75, Additional Horizontal Cabling Practices for Open Offices, 1996.

C.1.13 TIA/EIA TSB95, Additional Transmission Performance Guidelines for 4 Pair 100-Ohm Category 5 Cabling, 1999.

D. Standards and Specifications

D.1.01 A contractor or service rep will record on a master log book when adding or removing circuits in the meet me room or riser rooms.

D.1.02 Jumpers will be installed in a designated location and deleted circuits will have jumpers removed to ensure what is a living circuit or not.

D.1.03 Any obsolete or abandoned horizontal cables that enter the riser rooms, are to be completely removed back to its source.

D.1.04 Any new cables or circuits will be labelled properly.

D.1.05 All multi-pair fibre optic cables will be labelled, using manufactured identification tags, fastened 100mm prior to cabling opening.

D.1.06 Manufactured caution labels identifying fibre optic cable will be fastened to ensure awareness of its fragility.

D.1.07 When installing cables that enter the riser rooms, they will be terminated in a designated location as determined by Netricom.

D.1.08 The service technician is responsible for cleaning-up and discarding all materials and debris in an appropriate manner.

D.1.09 Any hammer drilling, coring, powder actuated tools and other work of a noisy, dusty or vibrant nature will be done after business hours.

D.1.10 The landlord will repair structural elements caused by the contractor at the contractor's expense.

D.1.11 All conduits will be clearly labelled at both ends to designate origin and destination.

D.1.12 All pull boxes will be properly labelled.

D.1.13 All new conduits will be equipped with a pull string of a test rating of 90 kilograms (200lbs).

- D.1.14 Inside of conduit, a plastic or nylon pull line with a minimum test rating of 90 kilograms (200lbs) will be installed during any installation.
- D.1.15 All pull strings will be replaced when adding new cables in conduit with test rating of 90 kilograms (200lbs).
- D.1.15 Cables will not be supported from existing cables, conduits, straps, plumbing, sprinkler pipes or other inappropriate hardware.
- D.1.16 Cables will not be run on the outside walls, along windows, in air ducts, or any other type of exterior.
- D.1.17 All cables are to be run parallel to the T-bar grid systems to the equipment room.
- D.1.18 Conduit and cable will be installed neatly so as not to interfere with existing installations or to make them inaccessible.
- D.1.19 Telecom Manager will inspect the communications rooms on completion of the work and regularly throughout construction

E. Labelling

The contractor shall follow these labeling procedures.

Any new cables, circuits and equipment will be labeled properly according to CSA T-528 and building nomenclature, or nomenclature provided by Manager or designated agent and or landlord.

Label all components of the installed cabling infrastructure as well as cables. Document this information on as-built diagrams. See section on documentation for more information on as-built requirements.

All cables will be labeled with origination and destination information, using manufactured identification tags, fastened 100mm prior to cabling opening. These labels will be placed at both ends of cables.

All cable labels will be mechanically produced using indelible black or blue ink. Characters shall be 1.25 cm. (0.5 in.) in height, minimum. Labels will have white background.

Infrastructure labeling shall be as above, except that characters shall be 2.5 cm. (1 in.) in height, minimum.

Manufactured caution labels identifying fibre optic cable will be fastened to the cable in visible places to ensure awareness of its fragility.

Labels shall be placed such that users of the facilities may easily read them without mechanical aid.

All conduits will be clearly labeled as above at both ends to designate origin and destination and every 10 metres.
All pull boxes will be properly labeled as above.

F. Safety

- F.1.01 Hard hats and safety boots will be worn in accordance with the Project Manager's discretion.
- F.1.02 Eye or face protection will be worn when handling material liable to injure or irritate the eyes or when engaging in any hazard from flying objects.
- F.1.03 Hearing protection will be worn when entering or working in a noisy hazardous area. This includes, but not limited to, operations sound levels exceeding 85 decibels.
- F.1.04 Safety belts and lifelines will be worn when working at heights greater than 3.26 metres above floor level where it is impractical to provide adequate work platforms or staging.
- F.1.05 Communication rooms will be kept clean at all times.
- F.1.05 Communication room doors will be closed at all times.
- F.1.06 Any accidents concerning the service technician on site will be written up and reported to the Project Manager and the Telecom Manager
- F.1.07 All Occupational Health and Safety Regulations will be adhered to at all times.
- F.1.08 When grinding, soldering, or welding, a 5 lb. ABC extinguisher will be available within 10 ft.
- F.1.09 Telecom Manager will require that a Building Work Permit be completed and signed by the Tenant Co-ordinator before commencement of any work. Contractor access to the site is restricted to the conditions set out in the work permit.

G. Statement of Work

- G.1.01 No changes or additions to the Statement of Work (SOW) will be made without the approval of the Tenant, landlord, or Telecom Manager
- G.1.02 When authority to implement a change is necessary, requests for such authority will be forwarded to the Telecom Manager. The Telecom Manager will then produce and distribute the necessary documents to confirm approved changes to the SOW.
- G.1.03 The Service Provider or contractor will forward the following information to the Telecom Manager.
- (a) actual work completion
 - (b) final project report including a copy of each of the following
 - ✓ as built drawings;
 - (c) Notice of Completion will be forwarded to the Telecom Manager within (30) days of project completion
- G.1.04 Review by Telecom Manager and the landlord is solely intended to ensure compliance with the Construction and Telecommunication Wiring Management Procedures, and does not imply responsibility on the part of Telecom Manager and the landlord for the designs and details contained in your design submission.

H. Approval for Construction

H.1.01 No construction may commence without:

- (a) written approval of submitted tenant drawings and a Work Authorization Permit from the landlord or Telecom manager;
- (b) obtaining a building permit and supplying a copy to the landlord and Telecom Manager
- (c) evidence of WSIB registration;
- (d) a list of all sub-trades including contact names and phone numbers; and,
- (e) confirmation from the landlord's legal counsel that the lease has been fully executed.

H.1.02 Contractor starting construction prior to the above, or not adhering to the following methods or procedures, may be removed from the job site at the sole discretion of the landlord.

I. Loading Dock Procedures

- I.1.01 Parking in the loading dock area is not permitted. Unload and remove all vehicles promptly.
- I.1.02 Make all deliveries through the loading dock and freight elevators only. Contractors are to receive their own deliveries. The dock master or Security will not sign for shipments.
- I.1.03 Storage is not permitted on the dock.
- I.1.04 All contractors will supply their own carts. Only soft rubber wheeled units are permitted.
- I.1.05 The landlord will repair damages to the property at the contractor's expense.
- I.1.06 Oversize deliveries may be prearranged through Security for off street loading. Any street permits required are the responsibility of the contractor. Escalators will be OFF when material is carried above grade level.

J. Hours of Work

- J.1.01 All core drilling, hammer drilling, table saws, powder-actuated tools and other work of a noisy, dusty, or vibrant nature will be done after business hours.
- J.1.02 Work interfering with the ongoing business of other tenants or resulting tenant complaints will not be permitted to continue.
- J.1.03 Noisy or odorous work resulting in tenant complaints during regular business hours will be stopped.
- J.1.04 Apply all odorous materials such as oil base paints, adhesives, and spray-applied finishes, etc. off-site where possible. If off-site applications are unavoidable, apply odorous materials after business hours only
- J.1.05 A limited amount of latex paint may be used during regular business hours.