

TELECOMMUNICATIONS LICENSE AGREEMENT

THIS AGREEMENT dated this 10th day of November, 1999.

BETWEEN:

2744767 CANADA INC., c/o CB RICHARD ELLIS as Managing Agent;
(the "Owner")

- and -

INTRIGNA COMMUNICATIONS INC.
(the "Licensee")

PREAMBLE:

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

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

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

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

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

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

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

"Business Day" means a day other than a Saturday, Sunday and any other day on which the principal commercial banks in Manitoba are not open for business during normal banking hours.

"Commencement Date" means the date on which the Term commences, which shall be December 1, 1999 or the date on which the construction of the Equipment Room commences, whichever is earlier.

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

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

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

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

"**Equipment Room**" means the enclosed premises located at 444 – 5th Avenue S.W., Calgary, Alberta, in the basement of the Building and shown highlighted on the floor plan attached to this Agreement as Schedule A, comprising approximately **238 square feet more or less**, which the premises which shall be provided by the Owner to the Licensee for the sole and exclusive use of the Licensee.

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

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

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

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

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

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

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

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

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

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

Schedule A – Equipment Room Plan

Schedule B – Legal Description of Lands

ARTICLE 2 - LICENSE

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

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

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

2.3 **Sublicense** Notwithstanding section 13.4 of this Agreement, and subject to the prior written consent of the Owner, which consent shall not be unreasonably withheld or unduly delayed, the Licensee shall have the right to sublicense a portion of the Equipment Room to a third party for the purpose of permitting such third party to provide communications services to its customers in the Building. **Any sublicense rents achieved by the Licensee in excess of the License Fee prescribed in section 4.1 shall be payable to the Owner.**

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

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

2.6 **Rooftop Rights** If requested by the Licensee in connection with its use of the Equipment Room and the Building Risers, the Owner shall permit the Licensee to install, operate, maintain, repair and replace certain of the Licensee's Equipment on such portion of the rooftop of the Building as mutually agreed between the Owner and the Licensee in writing.

ARTICLE 3 - TERM

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

3.2 **Option to Renew** Provided that the Licensee is not in default under this Agreement, the Licensee shall have **one (1) option** to renew and extend this Agreement for a period of five (5) years (each of which is a "Renewal Term"), upon the Licensee providing at least six (6) months written notice to the Owner. Each Renewal Term shall be on the same terms and conditions as contained in this Agreement, except that the License Fee shall be mutually agreed by the parties in writing based on the then current market rates for similar telecommunications license agreements for similar buildings. **Upon expiration of the Term or Renewal Term, the Licensee will pay the License Fee on a month to month basis. At such time the parties are unable to agree on the License Fee payable during a Renewal Term prior to the expiration of the Term or a Renewal Term, as the case may be, the matter in dispute shall be determined by alternate dispute resolution or by a single arbitrator appointed under provincial arbitration legislation.**

3.3 **Overholding** If the Licensee remains in occupation of the Equipment Room following the expiration of the Term or a Renewal Term, such continued occupation by the Licensee shall not have the effect of renewing or extending this Agreement for any period of time, and the Licensee shall be deemed to be occupying the Equipment Room as a licensee on a month-to-month basis upon the same terms and conditions as set out in this Agreement.

3.4 **Relocation** The Licensee acknowledges that the Owner at any time during the Term or any extension thereof, shall have the right to alter, renovate, expand or demolish the Building. In the event the Owner requires the Licensee to remove (in the event of a demolition of the Building) or relocate the Equipment and Equipment Room, the Owner shall provide the Licensee with 90 days prior written notice of the requirement to remove or relocate at reasonable relocation costs payable by the Owner.

ARTICLE 4 - LICENSE FEE

4.1 **License Fee** The Licensee shall pay to the Owner an annual License Fee in an amount of Four Thousand and Seventy Dollars (\$2,380.00), excluding GST, **based on \$10.00 per square footage, subject to measurement of the Equipment Room**, which License Fee shall be paid in advance on the Commencement Date and, thereafter, on each anniversary of the Commencement Date during the Term.

4.2 **GST** The Licensee shall pay GST as applicable on the License Fee, which GST shall be paid at the time the License Fee is payable. The Owner's GST registration number is 13344 9827 RT0001.

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

ARTICLE 5 - USE

5.1 **Use of Equipment Room** The Licensee shall use the Equipment Room only for the purpose of the installation, operation, maintenance, repair and replacement of the Licensee's

Equipment as required by the Licensee for the purpose of providing communications services to the Licensee's customers in the Building.

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

ARTICLE 6 - ACCESS AND ELECTRIC UTILITIES

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

6.2 **Electrical Power** The Licensee shall have the right to connect the Licensee's Equipment to the electric power distributing system within the Building at the sole cost and expense of the Licensee. Where the Licensee's Equipment consumes more than approximately one (1) kilowatt per hour, the Owner may require the Licensee to pay for all electricity consumed by the Licensee on a load and usage basis. If required by the Owner, the Licensee, at its sole cost and expense, shall install a separate metre to determine the Licensee's electricity consumption. The Owner shall use reasonable commercial efforts to notify the Licensee in advance of any planned utility outages that may interfere with the Licensee's use. The Licensee agrees that the Owner has no obligation or responsibility to provide emergency or backup power to the Licensee, unless the parties agree that the Owner will provide emergency or backup power to the Licensee on such terms and conditions as mutually agreed between the parties.

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

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

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

ARTICLE 7 - INSTALLATION, MAINTENANCE AND REPAIRS

7.1 **Approval of Plans** Prior to the commencement of the installation of the Licensee's Equipment in the Equipment Room and in the Building Risers, the Licensee shall prepare and

submit plans, specifications, and working drawings to the Landlord in respect of such installation for the approval of the Landlord, which approval shall not be unreasonably withheld or delayed.

7.2 Installation Upon receipt of the Owner's written approval pursuant to section 7.1 above, the Licensee, at its sole expense and risk, shall be entitled to commence the installation of the Licensee's Equipment, which installation shall be performed in a responsible and workmanlike manner and in accordance with all applicable laws, regulations, by-laws, orders, rules and ordinances of all federal, provincial and municipal governmental authorities.

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

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

7.5 Liens The Licensee shall be responsible for the satisfaction or payment of any liens registered against the Building by any supplier of labour, material or services to the Licensee. Any such liens shall be discharged by the Licensee, provided that the Licensee may contest, in good faith, any such liens.

ARTICLE 8 - INSURANCE AND INDEMNIFICATION

8.1 Insurance The Licensee, at its own expense, shall take out and maintain in force while this Agreement is in effect, comprehensive general liability insurance in a minimum amount of Five Million Dollars (\$5,000,000) per occurrence for injury, death or property damage arising out of the Licensee's operations pursuant to this Agreement, which insurance shall contain cross liability and severability of interest clauses.

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

ARTICLE 9 - TERMINATION

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

- (a) the Licensee is unable to secure, on terms and conditions reasonably satisfactory to the Licensee, all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority having jurisdiction over the installation, operation, maintenance, repair, removal and use of the Licensee's Equipment;
- (b) the Licensee's Equipment is damaged or destroyed and the Licensee determines that it will not effect repairs to, or replace, the Licensee's Equipment;

- (c) the Licensee no longer requires the Equipment Room or the Building Risers for the purpose of providing its communications services to customers in the Building;
- (d) the Owner defaults in the observance or performance of any of the Owner's obligations under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensee to the Owner, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Owner promptly commences such cure with reasonable diligence; or
- (e) the Owner makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Owner is conclusive evidence of insolvency.

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

- (a) the Licensee defaults in the payment of the License Fee or any other sum due under this Agreement, and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee;
- (b) the Licensee defaults in the observance or performance of any of the Licensee's obligations under this Agreement and such default continues for more than thirty (30) days after receipt of written notice of such default by the Owner to the Licensee, unless such default cannot reasonably be cured within such thirty (30) day period, in which event the period for curing such default shall be extended for the minimum period of time reasonably required to effect such cure, provided that the Licensee promptly commences such cure with reasonable diligence; or
- (c) the Licensee makes an assignment for the benefit of creditors or becomes bankrupt, or takes the benefit of, and becomes subject to, the legislation in force relating to bankruptcy or insolvency, it being understood that the appointment of a receiver, receiver/manager, or trustee of the property and the assets of the Licensee is conclusive evidence of insolvency.

9.3 Surrender Upon the expiration or earlier termination of this Agreement, the Licensee shall remove the Licensee's Equipment from the Equipment Room and the Building, and shall be responsible for repairing any damage caused by such removal, except damage caused by ordinary wear and tear.

ARTICLE 10 - DAMAGE OR DESTRUCTION OF BUILDING

10.1 Right to Terminate In the event the Building is damaged to such an extent that the Licensee is unable to effectively exercise its rights pursuant to the license granted by the Owner under this Agreement, the Owner, at its sole option and expense, may attempt to repair such damage within one hundred eighty (180) days. In the event the Owner elects not to repair the damage within one hundred eighty (180) days, the Licensee shall have the right to terminate this Agreement upon providing thirty (30) days prior written notice to the Owner, in which event the

Licensee shall remove the Licensee's Equipment in accordance with the provisions of section 9.3 of this Agreement. The Licensee shall have no obligation to pay the License Fee or any other amounts under this Agreement during the thirty (30) day notice period, and the portion of the License Fee paid by the Licensee in advance shall be refunded by the Owner to the Licensee on a pro rated basis to the date of damage to the Building.

ARTICLE 11 - FORCE MAJEURE

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

ARTICLE 12 - NOTICES

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

- (a) If to the Owner:

2744767 Canada Inc., c/o CB Richard Ellis as Managing Agent
Suite 1800
355 – 8th Avenue S.W.
Calgary, Alberta
T2P 1C9
Attention: Director, Property Management
Facsimile: (403) 269-4202

- (b) If to the Licensee:

Intrigna Communications Inc.
29th Floor
645 – 7th Avenue S.W.
Calgary, Alberta T2P 4G8
Attention: Facilities Manager
Facsimile: (403) 237-9417

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

SCHEDULE B

LEGAL DESCRIPTION OF LANDS

Lot 17 to 19 Plan C

COMMUNICATION INFRASTRUCTURE SERVICE PROVIDER LICENSE AGREEMENT

License No. 20061-S

THIS LICENSE is made this 30 day of June, 2006

BETWEEN:

2744767 Canada Inc. (the "Licensor") c/o SPRECOM Inc.

- and -

BELL CANADA

(the "Licensee")

RECITAL:

- A. The Licensor is the owner of a certain building as more particularly described in the Building Schedule a copy of which is attached hereto as Schedule "A" (hereinafter the "Building(s)").
- B. The Licensor has appointed CB Richard Ellis Alberta Limited ("CBRE") as its agent to manage the Building(s). CBRE has entered into an agreement with SPRECOM Inc. ("SPRECOM") whereby SPRECOM as agent for the Licensor and CBRE manages and operates the communication infrastructure for the Building(s).
- C. The Licensor has approved such appointment and authorized SPRECOM to execute this License on the Licensor's behalf.
- D. The Licensee advises the Licensor that the Licensee is authorized by those government bodies having jurisdiction to provide Licensee's Services in the Building(s) under the conditions described herein; and
- E. The Licensee wishes to provide Licensee Services in the Building(s).

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. "Account" means, a formal operating account which is established to provide regular client services, dealings, transaction recording, billing and other client related services;
- 1.2. "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;
- 1.3. "Alternative use area" means a dedicated area outside the CI core space, for the exclusive use of Licensee Equipment and is used in conjunction with the CI core space to service tenants within the Building(s);
- 1.4. "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;
- 1.5. "Applied Intra-Building POP Fee" means the license fee payable by the Licensee in consideration of the license granted hereunder; as such fee is further described in Schedule "C";
- 1.6. "Building(s)" means the MDU municipally described in Schedule "A" and located on the Lands;
- 1.7. "Building Schedule" means Schedule "A", a Building(s) list provided by the Licensor, which will include Building(s) name, municipal address and Land description which from time to time will be updated to reflect changes;
- 1.8. "Business Day" means a day other than a Saturday, Sunday or statutory holiday in the Province in which the Building(s) is situated;
- 1.9. "Cable" means fibre optic, coaxial and copper cables and wires, or any of them;
- 1.10. "CI Account Fee Schedule" means Communication Infrastructure Fee Schedule and shall show all the Account features and associated costs. It is subject to change per Section 9.3, and is attached hereto as Schedule "B";
- 1.11. "CI Building Profile" A physical or electronic manual that contains the Building(s) specific legal, safety, security, operational and other policy and procedural information;
- 1.12. "CI core space" (Communication Infrastructure core space) means centralized and decentralized spaces for telecommunication and data equipment, cable terminations, cross-connects, and three dimensional spaces permeating one or more floors of the Building(s) for the extension and distribution of telecommunication and data services to occupants of the Building(s);
- 1.13. "Communications Equipment" means such telecommunications equipment and facilities including, but not limited to, antennas, dishes, cabinets, racks, electronic equipment, electrical power equipment, protectors and other similar and related equipment as may require for the provision of telecommunication and data services;
- 1.14. "Connecting Equipment" means Cable, connecting hardware and other similar and related equipment that is connected to the Communications Equipment which may include Entrance Cable and IBW;

- 1.15. "CRTC" means the Canadian Radio-television and Telecommunications Commission;
- 1.16. "Decision" means Telecom Decision CRTC 2003-45 entitled, Provision of telecommunications services to customers in multi-dwelling units, dated 30th June 2003;
- 1.17. "Entrance Cable" is the main Cable which connects the Licensee's network to their Communications Equipment in the Building(s);
- 1.18. "Fee" means monies payable by the Licensee to the Licensor;
- 1.19. "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;
- 1.20. "IBW" or "In-Building Wire" means Cable and associated facilities under the Responsibility and Control of the Licensee, the Licensor or any third party, which run within the CI core space, but not within, a tenant or occupant's suite;
- 1.21. "Inter-Building" means Licensee Equipment used for the distribution of wireline or wireless services to buildings other than the building in which the Licensee Equipment is situated;
- 1.22. "Intra-Building POP" (Point Of Presence) means a dedicated space for the exclusive use of Licensee Equipment to service tenants within the Building(s) in which the Intra-Building POP is situated;
- 1.23. "Lands" means the land legally described in Schedule "A";
- 1.24. "LEC" (Local Exchange Carrier) 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(s) is located;
- 1.25. "License" means this Communication Infrastructure Service Provider License Agreement, 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;
- 1.26. "Licensee Equipment" means, collectively, the Communications Equipment and the Connecting Equipment owned by the Licensee and/or controlled by the Licensee;
- 1.27. "Licensee Services" means the telecommunication services provided by the Licensee to one or more tenants or occupants of the Building(s) or to another Service Provider as permitted by the CRTC;
- 1.28. "MDU" or "Multi-Dwelling Unit" means a Building(s) with at least two units and at least one unit occupied by a tenant;
- 1.29. "MTR" means the main terminal room(s), located in the Building(s);
- 1.30. "Main Distribution Frame" or "MDF" means the main distribution frame(s), located in the Building(s);

- 1.31. "Responsibility and Control" for the management and maintenance of IBW by certain parties as stated in CRTC decisions 99-10 and 2003-45;
- 1.32. "Service Provider" means a user of the CI Core Space without limitation shall include all LECs, cable television corporations, internet service providers and similar businesses;
- 1.33. "Telecommunication Industry Standards" means Telecommunication Industry Association / Electronic Industries Alliance / Canadian Standards Association (TIA/EIA/CSA), Commercial/Residential Building(s) Telecommunications Cabling Standards;
- 1.34. "Term" means the term as provided in Section 4.1; and
- 1.35. "Working Drawings" means a drawing or sketch that shows and describes the proposed installation of the Licensee's Equipment.

2. Application of License

- 2.1. The Licensee is a Service Provider and except as otherwise provided for in this License, the terms of this License shall apply to:
 - (a) Licensee Services;
 - (b) Licensee Equipment installed, owned, operated and/or controlled by the Licensee in the Building(s); and
 - (c) the rights granted and uses permitted as set out in Article 3.

3. Grant and Use

- 3.1. 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 or Connecting Equipment in the Building(s), CI core space and if applicable the Alternative use area and Lands, at the Licensee's sole expense and risk.
- 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(s), CI core space 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(s), CI core space and if applicable the Alternative use area 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 subject to the Licensor's reasonable requirements as provided in the CI Building Profile.
- 3.4. Where applicable, Licensee shall have unescorted access to their Alternative use area on a twenty-four (24) hours per day, three-hundred and sixty-five (365) days per year.

3.5 The Licensee acknowledges and agrees that unless otherwise agreed to in writing by the parties that this License does not allow the installation or operation by or on behalf of the Licensee, any type of Licensee Equipment for Inter-Building operations such as a network hub facility, switch hotel, switch node, or similar facility that functions as an integral part of a network to serve persons or companies outside of the Building(s).

- 3.6 The Licensee acknowledges that this agreement is a simple license and that:
- a) it does not confer a power of appointment;
 - b) it does not contain any provision whereby an interest in property or a right, power or authority over property is disposed of, created or conferred;
 - c) it does not provide for a possibility of reverter or resulting trust, or a right of re-entry on breach of a condition subsequent;
 - d) is a non-exclusive license; and
 - e) the relationship between licensor and licensee shall not be deemed to be a landlord/tenant relationship.

4. Term

4.1. Subject to Section 29.1, the grant of this License shall be for a term of 5 years commencing with the execution of this License by both parties, provided that the Licensee is not in default of any of its obligations under this License or unless terminated in accordance with Section 20. Subject to Section 20, upon the expiration of the initial term, this License shall automatically renew for successive one (1) year terms unless either party provides sixty (60) days notice of non-renewal.

5. Intra-Building POP

5.1. The Licensee may install their Intra-Building POP within the Building(s) CI core space or a combination of the CI core space and Alternative use area, with the written approval by the Licensor per section 14.2 (b) and 15.1.

5.2. Intra-Building POP billable area:

- (a) CI core space billable area is the cumulative total area used by the Licensees Communications Equipment. This area may be floor, wall and rooftop space; it is measured in square feet, totalled and billed per Schedule "B" [Hereinafter "CI Account Fee Schedule"]; and
- (b) The billable Alternative use area is the total dedicated floor area used by the Licensee. This area is measured in square feet and is billed per the CI Account Fee Schedule.

5.3. The Licensor shall, acting reasonably, provide to the Licensee, in writing, the Licensee's cumulative total area used by the Licensee's Intra-Building POP in the Building(s). The Licensee may, acting reasonably, provide to the Licensor, in writing, their total area used for the Licensee's Intra-Building

POP in the Building(s). The Licensee agrees that the Licensor shall, acting reasonably, verify and determine the ultimate area which is billable. The Licensee, will provide a Site Plan of their Alternate use area, a copy of which will be attached hereto as Schedule "D-1" and "D-2".

6. IBW under Responsibility and Control of the Licensor
 - 6.1 The use of IBW where the Responsibility and Control was transferred to the Licensor at no cost by the Licensee shall be at the sole option and risk of the Licensee and where the Licensee elects to use such IBW there is no Fee payable by the Licensee to the Licensor for the use of such IBW.
 - 6.2 The use of IBW where the Responsibility and Control was transferred to the Licensor at a cost or where the Licensor installed new IBW shall be at the sole option and risk of the Licensee and where the Licensee elects to use such IBW the Licensee agrees to pay a one-time usage Fee. The usage Fee will be based on the unrecovered capital costs reasonably incurred for IBW.
 - 6.3 Where applicable, the Licensee agrees to pay the Licensor for the reasonable cost of clean-up and inventorying of IBW that was previously transferred to the Licensor by the Licensee under the applicable decisions and rulings of the CRTC. Requirement for such work will be at the sole discretion of the Licensor, the terms and conditions must be acceptable by both parties. The clean-up and inventorying of the IBW will be done to Telecommunication Industry Standards.
7. Transfer of IBW under Responsibility and Control of the Licensee
 - 7.1 The Licensor reserves its rights, consistent with the applicable decisions and rulings of the CRTC, to request the Licensee to transfer Responsibility and Control of its IBW. Such transfer shall be at the sole discretion of the Licensee, the terms and conditions must be acceptable by both parties. If the Licensor assumes Responsibility and Control of the Licensee's IBW, the Licensor will be entitled to recover the reasonable costs of its maintenance and management to the extent permitted by the CRTC.
8. Utilities Costs
 - 8.1 The Licensee shall have the right to connect the Licensee Equipment to the electric power distribution system within the Building(s) at the sole cost and expense of the Licensee.
 - 8.2 The Licensee must provide the estimated monthly electrical consumption estimate to the Licensor. If the Licensor determines in its sole discretion the electrical consumption to be within a reasonable range no additional Fee will be charged. However either party, at the requesting parties sole cost and expense, may install a check meter to measure the electricity consumption of the Licensee and the Licensee agrees to pay for such electricity consumption based on the metered use of same. In the event a check meter is not installed the Licensor shall, acting reasonably, estimate the amount of electricity consumed by the Licensee, which amount shall be appear on the Licensee monthly Account statement.
 - 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.
 - 8.4 THE LICENSOR MUST PROVIDE THE LICENSEE WITH FIFTEEN (15) DAYS NOTICE OF A PLANNED POWER OUTAGE BY EMAILING *gtcmc@gt.ca* AND *releasadesk@bellwest.ca*. EMERGENCIES RELATED TO POWER MUST BE REPORTED TO 1-877-993-4237 AND 1-866-678-9246 AS SOON AS PRACTICABLY POSSIBLE.

9. Features, Fees and Payments
- 9.1 Features and Fees. Are as shown on the CI Account Fee Schedule. Should there be a requirement to change the Features and Fees due to market-place forces or a CRTC decision, the Licensee will be notified of changes per Section 9.3.
- 9.2 Features and Fee Rates. Are per the most recently published CI Account Fee Schedule.
- 9.3 CI Account Fee Schedule changes. A new CI Account Fee Schedule showing the changes will be sent thirty (30) days in advance of the effective date.
- 9.4 Taxes. All charges and Fees provided in this License are exclusive of, and do not include, any taxes, duties, or similar charges imposed by the government. The Licensee agrees to pay or reimburse the Licensor for all federal, dominion, provincial, GST, use, personal property, import, export, excise or other taxes, Fees, or duties arising out of this License or transactions contemplated by this License.
- 9.5 Payments. In consideration of the license granted hereunder, the Licensee agrees to pay the Licensor the Applied Intra-Building POP Fee. The Licensee shall be entitled to pay the Applied Intra-Building POP Fee annually in advance to the Licensor. The Licensee agrees to pay the Other Fees as specified in CI Account Fee Schedule, when used, monthly within thirty (30) days of receipt of the Account statement unless otherwise specified in this Agreement. The first annual Applied Intra-Building POP Fee shall be paid within thirty (30) days of executing this License. Any adjustments to the Applied Intra-Building POP Fee shall be reconciled on the anniversary dates of the License.
- 9.6 The Licensee agrees to pay all Fees and costs due on or after termination within thirty (30) days of receipt of demand therefore.
10. Licensee Representations, Warranties and Covenants
- 10.1 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;
 - (b) subject to the terms and covenants contained in this License, the Building(s), CI Core Space and Lands are accepted by the Licensee on an as is basis; and
 - (c) that the Licensee is authorized by those government bodies having jurisdiction to provide Licensee's Services in the Building(s) under the conditions described herein.
- 10.2 Licensee Covenants:
- (a) to pay the Fees 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 Industry Standards, per section 16 (hereafter "Industry Standards");
- (d) to install the Licensee Equipment in accordance with the Working Drawings or engineered plans as approved or amended by the Licensor;
- (e) to reasonably limit space required by the Licensee Equipment and to cooperate with the Licensor and any other Service Provider to accommodate any other Service Provider in available space in the Building(s) so as to minimize impact on the Building(s);
- (f) except as required or mandated by the CRTC, the Licensee will not permit any other TSP to co-locate equipment in its Intra-Building POP Alternative use area nor will it permit any third party supplier to Cross Connect to any of the Licensee's Equipment or to use any part of the Licensee's Equipment for the purpose of providing telecommunication or similar services to customers in the Building;
- (g) that any consent or approval of the Licensee pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed;
- (h) to abide by all Applicable Laws;
- (i) The Licensee agrees to abide by the Licensor's Building(s) policies and procedures, and will cause its agents, employees, contractors, invitees and visitors to do so. These Building(s) policies and procedures shall be consistent with the class and use of the Building(s), and can be found in the Building(s) CI Building Profile;
- (j) to repair any damage to the Building(s) and Lands, where the damage is caused by the Licensee, its employees, agents, contractors and those for whom it is responsible in law;
- (k) 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(s) during construction or otherwise;
- (l) that any installation construction, maintenance, repair, removal or replacement by the Licensee of the Licensee Equipment shall be performed in a professional, neat, responsible, good and workmanlike manner in accordance with Industry Standards; and
- (m) to notify the Licensor upon completion of any move, add, change, or construction in the Building(s) CI core space and if applicable Alternative use area to enable the Licensor to inspect said work for compliance to Industry Standards and the Building(s) CI Building Profile. If the Licensor determines in its sole discretion, that any work fails to meet Industry Standards the Licensee at its own expense will correct the issue(s) within ten (10) Business Days of notification or the Licensor will correct the issues and the Licensee shall pay the Licensor for the costs of the correction.

11. Licensor's Representations, Warranties and Covenants

11.1 Licensor represents and warrants that:

- (a) SPRECOM has the authority, to execute this License on behalf of the Licensor; 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.

11.2 Licensor covenants:

- (a) to take all reasonable steps to provide unencumbered use and access of the Intra-Building POP by the Licensee;
- (b) to observe and perform all of its obligations set forth herein;
- (c) to operate, repair and maintain the CI core space in a safe and proper operating condition and in accordance with accepted Industry Standards;
- (d) to only enter the Intra-Building POP Alternative use area when accompanied by a representative of the Licensee except in the case of an emergency, Building(s) safety or maintenance inspection;
- (e) that any consent or approval which the Licensor is required to provide pursuant to the terms of this License shall not be unreasonably withheld, conditioned or delayed;
- (f) 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(s) 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 Intra-Building POP, Building(s) or Lands from any person;
- (g) except in the case of an emergency, the Licensor shall endeavor to provide the Licensee 10 Business Days notice of any planned construction, maintenance, utility outages or other Building(s) repairs that may affect the Licensee Equipment or provision of Licensee Services; and
- (h) to abide by all Applicable Laws.

12. Insurance

12.1 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 Two Million (\$2,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage including contingent employer's liability, contractual

liability and non-owned automobile liability relating to Licensee's use and occupation of the CI core space and if applicable Alternative use area, the Building(s) 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; and

- (b) "All risks" property insurance in an amount not less than the replacement cost of Licensee's Equipment in the Building(s). Licensee shall arrange for its property insurers to waive their subrogation rights against Licensor, or, alternatively, the Licensee may self insure for the full replacement cost of the Licensee's Equipment.

The Licensee shall provide proof of such insurance to the Licensor prior to commencement of any construction and notify the Licensor, in writing, that a policy is cancelled or materially changed to the detriment of the Licensor at least thirty (30) days prior to such cancellation or material change. Annually, on the anniversary of the this Licenses commencement date, or upon of the respective policies as the case may be, the Licensee shall provide proof of such insurance in the form of insurance certificates signed by the Licensee's insurance brokers or its insurer's authorized representatives and in form, content, and detail consistent with the standard developed by ACORD (Association of Cooperative Operations, Research and Development) to the Licensor, acting reasonably.

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

Commercial general liability insurance in an amount not less than Two Million (\$2,000,000.00) Dollars inclusive per occurrence against liability for bodily injury, personal injury, death and property damage relating to Licensor's use, occupation, operation and/or maintenance of the Building(s), CI core space and Lands. The required insured amount shall be composed of any combination of primary and excess (umbrella) insurance policies.

13. Indemnification/Liability

- 13.1 The Licensee will be liable for and will indemnify and save harmless Licensor, its directors, officers, employees, and contractors, and those for whom the Licensor is responsible in law ("Licensor Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any breach by the Licensee of its obligations under this License or any negligent act or omission relating to the licensee's use and occupation of the Building(s), CI core space, if applicable Alternative use area or the Lands under this License, provided that the Licensee will not be required to indemnify any Licensor Indemnitee to the extent any such Losses are caused by any negligent or willful act or omission of any Licensor Indemnitee. Notwithstanding the foregoing, in no event will the Licensee be liable for or indemnify and save harmless any Licensor Indemnitee from and against 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.

13.2 The Licensor will be liable for and will indemnify and save harmless Licensee, its directors, officers, employees, and contractors, and those for whom the Licensee is responsible in law ("Licensee Indemnitees"), from and against any and all losses, suits, actions, causes of action, proceedings, damages, costs, claims and expenses (collectively, "Losses") arising from physical damage to any tangible property or bodily injury, including death, to any person caused by or arising out of any breach by the Licensor of its obligations under this License or any negligent act or omission relating to the Licensor's management of the Building(s), CI core space or the Lands under this License, provided that the Licensor will not be required to indemnify any Licensee Indemnitee to the extent any such Losses are caused by any negligent or willful act or omission of any Licensee Indemnitees. Notwithstanding the foregoing, in no event will the Licensor be liable for or indemnify and save harmless any Licensee Indemnitee from and against 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. New MDU Construction

14.1 The Licensor acknowledges and agrees that the Licensee shall not be charged for any costs associated with the construction, of the CI Core Space of the Building(s) or the Lands.

14.2 If 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 provided that;

- (a) the Licensee provides the Licensor with written 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;
- (b) once said plans are complete, the Licensee shall submit Working Drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, the CI core space to be used and if applicable the Alternative use area to be used by the Licensee, all specifically describing the proposed construction and work. All Work Drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building or that the Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee.
- (c) The Licensee warrants that the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- (d) The Licensee agrees that installation and construction shall be performed:
 - i. in a neat, responsible, and good and worker like manner;

- ii. strictly consistent with such reasonable requirements as shall be imposed by the Licensor and communicated in advance to the Licensee in writing;
 - iii. in accordance with all applicable laws, rules, codes and Telecommunication Industry Standards; and
 - iv. using only contractors approved in writing by the Licensor (it being acknowledged that, without limitation, a lack of or incompatible union affiliation of a contractor is a reasonable basis for failing to approve a contractor)
- (e) The Licensee shall label each Cable installed by the Licensee on or after the date of this License in each CI core space through which the Cables pass, and, in addition, at any intervals and at additional locations that the Licensor might reasonably require. The labelling will be in a format approved by the Licensor acting reasonably.
 - (f) The Licensee shall not, during construction or otherwise block access to or in any way obstruct, interfere with or hinder the use of the Building's loading docks, halls, stairs, elevators, the sidewalks around the Building(s) or any entrance ways.
- 14.3 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 reasonably incurred by the Licensor for the provision, installation, construction and construction supervision of such facilities, on a cost basis.
- 14.4 Upon prior agreement by the parties that the Licensor shall install the Licensee Equipment as requested by the Licensee, the Licensee shall pay the Licensor the actual installation costs reasonably incurred by the Licensor for such purpose.
- 14.5 The Licensee shall, at its sole cost and expense, prior to undertaking construction and other work in the Building(s), Lands, CI core space and if applicable Alternative use area, obtain any necessary, consents, approvals, permits and authorizations of any federal, provincial, municipal or other governmental authority having jurisdiction.
15. Existing MDU Construction and Provision of Additional Facilities
- 15.1 The Licensee shall submit Working Drawings, plans and specifications for the work or installation detailing the type, size and location of the Licensee's Equipment that is proposed to be installed, altered or removed, the CI core space to be used by the Licensee and if applicable the Alternative use area, all specifically describing the proposed construction and work. All Work Drawings, plans and specifications must be prepared in accordance with applicable engineering standards, and will be considered as part of the Plans and Specifications when they have been approved by the Licensor, in writing. No work shall commence until the Licensor has approved, in writing, the working drawings, plans and specifications, and any other applicable construction or installation plans. The Licensor's approval of Plans and Specifications is not deemed a representation that the Licensee's Equipment will not cause interference with other systems in the Building(s) or that the

Plans and Specifications comply with applicable laws, rules or regulations. That responsibility shall remain with the Licensee

- 15.2 The Licensee warrants that, except for the Existing Equipment, the installation of the Licensee's Connecting Equipment, Entrance Cable and Cable shall be in strict compliance with the approved Plans and Specifications.
- 15.3 The Licensee agrees and warrants that installation and construction shall be performed per sections 14.2 (d) and 14.2(e).
- 15.4 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 existing MDU, the Licensee shall reimburse the Licensor for costs reasonably incurred by the Licensor for the provision, installation, construction and construction supervision of such facilities, on a cost basis.
- 15.5 The Licensee shall, at its sole cost and expense, prior to undertaking construction and other work in the Building(s), Lands, CI core space and if applicable Alternative use area, obtain any necessary, consents, approvals, permits and authorizations of any federal, provincial, municipal or other governmental authority having jurisdiction.
- 15.6 In the event the Licensee requests to install IBW, but it is deemed by the Licensor acting reasonably, to be insufficient space in the CI Core Space to install the IBW, the Licensee may be permitted to construct additional riser space, provided only that such space can be accommodated within the Building(s) as determined by the Licensor acting reasonably, or upgrade or replace existing IBW such that existing CI core space may be used more efficiently, at the sole cost of the Licensee.
- 15.7 Prior to the installation of any additional Licensee's Equipment under this License, the Licensee will also provide to the Licensor whatever information the Licensor reasonably requires concerning types of wiring casings, materials used in the Licensee's Equipment, sizes, capacities and other information which may be required having regard to building code, building safety, fire code, fire safety or similar governmental requirements or the requirements of the Licensor's insurers. From time to time at reasonable intervals, the Licensor may require the Licensee to update the information referred to above in connection with the Licensee's Equipment and the Licensee will complete the update by confirmation in writing no later than ten (10) Business Days after written request.

16. Industry Standards

- 16.1 Communications Equipment, Connecting Equipment and IBW installed by either the Licensee or Licensor shall, at a minimum, meet currently accepted Telecommunication Industry Standards and building code(s) for:
 - (a) Commercial Building Telecommunications Cabling;
 - (b) Commercial Building for Pathways and Spaces;
 - (c) Administration for the Telecommunications Infrastructure of Commercial Buildings;

- (d) Commercial Building Grounding and Bonding Requirements for Telecommunications; and
- (e) The Canadian Electrical Code - Part 1

17. Assignment, Sublicensing and Sharing of Space and Equipment

- 17.1 The Licensee may assign this License with the consent of the Licensor, provided that the Licensee may without the consent of 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.
 - 17.2 The Licensor may assign this License without the consent of the Licensee and for any reason which the Licensor deems necessary.
 - 17.3 Notwithstanding Section 17.2, it will be a condition of any conveyance, transfer or assignment of the Licensor's interest in the Building(s), the CI core space and if applicable the Alternative use area that this License will be assigned to the party in whose favour the conveyance, transfer or assignment is made and that 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.
 - 17.4 A change of control of the Licensor or the Licensee will not be considered an assignment for the purposes of this License.
 - 17.5 The Licensee will not encumber, charge, grant a security interest in respect of, or otherwise grant rights in favour of third parties in respect of any part of the IBW. Despite the foregoing, the Licensor acknowledges and agrees that the Licensee is permitted to allow other local exchange carriers to connect to and use copper IBW under its responsibility and control and conversely, to connect to and use copper IBW under the control and responsibility of other local exchange carriers, at no cost.
 - 17.6 The Licensee shall not sub-license all or any part of the Intra-Building POP, or enter into any co-usage or sharing arrangement in respect of the Intra-Building POP 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.
18. Hazardous Substances
- 18.1 Each of the parties agree not to install, bring upon or use any hazardous substance within or on the Building(s) 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.
 - 18.2 The Licensee agrees to disclose knowledge of any hazardous substances or situations which exist in any Building(s). The Licensee shall indemnify and hold the Licensor Indemnitees harmless from any claim, loss, cost, damage, or expense resulting from any breach regarding the installation or use of any hazardous substances brought into or on the Lands or Building(s) by the Licensee, including any and all costs incurred in remedying such breach.

19. Events of Default – Termination Remedies

19.1 Each of the following events shall be an event of default by the Licensee, as the case may be pursuant to the terms of this License:

- (a) the Licensee defaults in the payment of the Account statement or any other sum due under this License and such default continues for more than thirty (30) days after receipt of written notice of such default by the Licensor to the Licensee;
- (b) there is interference with the telecommunications or computer equipment of the Licensor, any tenant, or any other occupant of the Building(s) or any other telecommunications or computer devices provided in the Building(s) by reason of, or as a result of, the installation, operation, maintenance, repair, or removal of the Licensee's Equipment, which interference is not cured within forty-eight (48) hours of the Licensee's receipt of written notice by the Licensor of such interference;
- (c) the revocation of the Licensee's permission to provide regulated or non-regulated telecommunications services by any governing entity authorized to permit or regulate the Licensee's providing of such services;
- (d) the ceasing of the Licensee to carry on business in the ordinary course;
- (e) either party defaults in the observance or performance of any of its 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
- (f) 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.

19.2 Upon the occurrence of an event of default pursuant to Section 19.1, the non-defaulting party may terminate this License forthwith on giving written notice to the defaulting party.

20. Termination Rights

20.1 In addition to the other termination rights provided to it in this License, either party may elect to terminate this License in each of the following circumstances, subject to giving at least thirty (30) days' prior written notice to the other party:

- (a) In the event the Building(s) 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(s). 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) day's prior written notice to the Licensor, in which event the Licensee shall remove the Licensee's Equipment in accordance with Section 21.1. The Licensor agrees that any unused portion of the Applied Intra-Building POP 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 to the Building(s).

- (b) in the event the Licensee does not install any Licensee's Equipment or provide Licensee Services in the Building(s);
- (c) the revocation of the Licensee's Service Provider status by the CRTC; or
- (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.

21. Restoration Obligations

21.1 Upon termination of this License in accordance with Section 19.2, or Licensee decides to stop servicing a Building(s) the Licensee shall, at the Licensee's sole cost and expense, without liens, remove the Entrance Cable, and all other items of the Licensee's Equipment except any part of it that by agreement between the Licensee and the Licensor has been acquired by the Licensor, and all of the Licensee's personal property from the Building. This obligation to remove the Entrance Cable and all other items of the Licensee's Equipment shall be subject to any CRTC-mandated obligations upon the Licensee to provide services to other TSP's. If any property that is required to be removed is not so removed within twenty (20) Business Days after the termination, the property may, at the Licensor's sole option, (i) be removed and stored by the Licensor at the Licensee's expense, or (ii) become the property of the Licensor without compensation to the 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 such termination or arise by reason of the Licensee's Equipment and other equipment or property removal, which claims or obligations shall survive such termination. The Licensee further covenants, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of the Licensee's Equipment. If the Licensee fails to repair or refinish any such damage, the Licensor may, in its sole discretion, repair or refinish such damage and the Licensee shall reimburse the Licensor of all costs and expenses incurred in such repair or refinishing. The Licensee will provide to the Licensor upon completion of the removal of the Licensee's Equipment an engineer's report confirming completion of the removal in accordance with this License.

21.2 If due to CRTC mandated obligations upon the Licensee to provide services to other TSPs, the Licensee is not required by Section 21.1 to remove the Entrance Cable or other items of the Licensee's Equipment ("Exempted Items") then despite the expiration or termination of the Term of this License, all of the obligations of the Licensee under this License will continue in full force and effect except that the obligation to pay the License Fee will be suspended so long as the Licensee does not provide Services. That situation will continue (subject to the sentence following this one) until the Licensee's CRTC mandated obligations end and the Licensee removes the Exempted Items and restores damage as provided in Section 21.1. So long as, and to the extent a third party

assumes responsibility and control of the Exempted Items, and the third party is bound by a communications infrastructure service provider licence agreement with the Licensor, or a successor of the Licensor, the Licensee will be exempted from the obligation to remove the Exempted Items.

22. Licensor's Alterations

- 22.1 The Licensor reserves the right, upon reasonable advance notice to the Licensee, to relocate the Intra-Building POP to another area of the Building(s) similar in size and condition to the Intra-Building POP, 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 any relocation may require the installation and activation of the Licensee's Equipment in the relocated area prior to dislocation from the existing Intra-Building POP.
- 22.2 Despite anything else in this License, the Licensor may, at any time, make any changes in, additions to or relocations of any part of the Building(s); may grant, modify or terminate easements and any other agreements pertaining to the use or maintenance of all or any part of the Building(s), may close all or any part of the Building(s) to such extent as the Licensor considers necessary to prevent the accrual of any rights in them to any persons; and the Licensor may also make changes or additions to the pipes, ducts, utilities and any other building services in the Building(s) (including areas used or occupied by the Licensee) which serve any part of the building. No claim for compensation shall be made by the Licensee by reason of any inconvenience, nuisance or discomfort arising from work done by the Licensor but the work will be done as expeditiously as is reasonably possible.

23. Liens

- 23.1 The Licensee shall be responsible for the discharge of any builder's liens for any provider of works, labour or materials, or services claiming by, through or under the Licensee. Upon notice from the Licensor the Licensee shall remove any lien within ten (10) Business Days of such notice. In the event the Licensee shall fail to discharge any lien on notice the Licensor shall be entitled to take all necessary steps to remove such lien and the Licensee shall pay the actual costs of the Licensor to remove such lien including actual legal costs on a solicitor and his own client basis. The provisions of this Section shall survive termination of this License.

24. Interference

- 24.1 The Licensee Equipment and the equipment of its employees, agents, contractors and those for whom it is responsible for in law, shall not interfere with the use and enjoyment of the Building(s) by the Licensor, Licensor or Building(s) tenants or occupants. If such interference shall occur, the Licensor shall give the Licensee written notice thereof and the Licensee shall use commercially reasonable efforts to correct the same, forthwith after receipt of such notice. In the event Licensee fails to correct such conditions after proper notification and a ten (10) day waiting period, the Licensor shall take any and all reasonable actions to correct the interference and the Licensee shall pay the actual costs of such correction to the Licensor.

- 24.2 If the operation of the Licensee's Equipment or the provision of the Services is interfered with by the operation of other equipment or by the activities of third parties in or in respect of the Building(s), the Licensor shall, to the extent that it is commercially reasonable, upon being provided by the Licensee with written notice and reasonable particulars concerning the nature of the interference, extend reasonable efforts to assist the Licensee in obtaining removal or amelioration of the interference within a time frame that is appropriate having regard to the nature and extent of the interference.
25. Governing Law
- 25.1 The construction, interpretation and performance of this License shall be in accordance with the laws of Alberta and the laws of Canada applicable therein. Any action will be brought on in the Province of Alberta in the Alberta Court of Queen's Bench, Judicial District of Calgary.
26. Dispute Resolution
- 26.1 Any dispute regarding the interpretation, changes to the CI Account Fee Schedule, compliance with or breach of this License will be negotiated in good faith between the parties commencing upon written notice from one party to the other containing a summary of the dispute (the "Dispute Notice"). All negotiations will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. If the dispute is not resolved by negotiation within twenty (20) days following the receipt of the Dispute Notice, the parties will refer the dispute to a mediator acceptable to both parties for non-binding mediation, failing which any party may refer the dispute, or the application or performance or obligations of the parties to this License to the CRTC, to a Court of competent jurisdiction, or to arbitration in accordance with the *Arbitration Act* (Alberta).
27. Applicable Law
- 27.1 This License, including the actions and obligations of the parties are subject to all Applicable Laws.
28. Severability
- 28.1 Should any provision of this License be illegal, unenforceable, or inconsistent with Section 29.1, 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.
29. CRTC
- 29.1 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.

30. Interest

30.1 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.

31. Force Majeure

31.1 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.

32. Notice

32.1 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:

In the Case of the Licensor:

2744767 Canada Inc.

c/o **SPRECOM Inc.**

Suite 302, 319 10th Avenue SW

Calgary, AB T2R 0A5

Fax: (403) 284 9818

Attention: Director, Operations

In the Case of the Licensee:

Nexacor Realty Management Inc.

2800 10104 103RD Avenue

Edmonton, AB T5J 0H8

Fax: 780 409 6964

Attention: Director, Realty Transactions

With a copy to:

BELL CANADA

21st Floor 111 – 5th Avenue SW

Calgary, AB T2P 3Y6

Fax: 403 410 4019

Attention: Senior Legal Counsel

33. Currency

33.1 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.

2744767 Canada Inc.

BELL CANADA

By its authorized agent **SPRECOM Inc.**

[Printed name of Authorized Signing Officer]

[Printed name of Authorized Signing Officer]

Chief Executive Officer

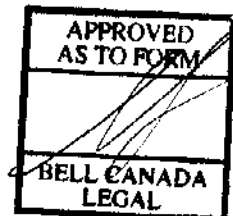
[Title of Authorized Signing Officer]

General Manager, Logistics

[Title of Authorized Signing Officer]

[Signature of Authorized Signing Officer]

[Signature of Authorized Signing Officer]



SCHEDULE "A"

Building Schedule

Municipal Description

NAME	ADDRESS	CITY
444 - 5 Ave. SW	444 - 5 Avenue S.W.	Calgary, AB

Legal Description

Lots: 17, 18, 19
Block: 26
Plan: C

Excepting out of lot 19 (as to surface only) the corner cut on Plan 1867JK

SCHEDULE "B"

CI Account Fee Schedule

Account Features	Fee
Operating Account	N/C
Intra-Building POP Fees	
Package A)	\$17.50 mth. based on minimum 6 sqft.
Package B)	\$58.33 mth. based on minimum 20 sqft.
Package C)	\$116.67 mth. based on minimum 40 sqft.
Package D)	Space dependant. mth. alternative use area
<i>Package costs are based on a CI core space area charge of \$35.00 per sqft.</i>	
Other fees	
Utilities	per usage
Escort	\$68.00 hr.
CI-MAC	\$68.00 hr.
Plan Approval	\$89.00 hr.
Acceptance	\$89.00 hr.
Call Out	\$136.00 hr.
*see, CI Schedule Descriptions for full details of these features	

SCHEDULE "C"

Applied Intra-Building POP fee

Applied Intra-Building POP fee:

Package: D

Package Details:

	Actual area used (sqft.)	Area verified by Licensor?	Charge psf	Yearly Total	Note:
Alternative use area total:					
BELL West Used Area Type: Storage Space	222	Yes	\$16.71	\$3709.62	Billable area, 8.85' x 25.11'
Bell Canada (Group Telecom) Used Area Type: Storage Space	104	Yes	\$16.71	\$1737.84	Billable area, 8.67' x 11.99'
Annual Intra-Building POP Fee Total:				\$5447.46	